

ROWAN COUNTY COMMISSION AGENDA

January 3, 2022 - 3:00 PM

J. Newton Cohen, Sr. Room

J. Newton Cohen, Sr. Rowan County Administration Building 130 West Innes Street, Salisbury, NC 28144

Join from a PC, Mac, iPad, iPhone or Android device: https://bit.ly/rowanboc3pm Password: 028144

Or join by phone: Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477

Webinar ID: 975 6995 5631

Password: 028144

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: December 6, 2021
- 1 Consider Approval of Consent Agenda
 - A. Salisbury-Rowan Community Foundation Grant Acceptance for One Church One Child
 - B. Parking Lease Agreement with First Baptist Church

- C. FY22 American Rescue Plan (ARP) Transit Grant Application
- D. On-Airport Obstruction Removal Bid Award and Contract Approval
- E. Change Order for Contract with Children's Home Society of NC, Inc.
- F. Change Order for Contract with Carolina Family Connections
- G. Change Order for Contract with Lutheran Family Services
- H. Change Order for Contract with Thompson Child & Family
- I. Contract with Superion/Central Square
- J. Acceptance of FFY20 5310 Urban City of Concord Grant Revenue Agreement
- K. Change in Existing Foster Child Reinvestment Agreement
- L. Tax Refunds for Approval
- M. Proclamation for Martin Luther King, Jr. Day
- N. Approval to Extend Premium Pay
- O. Amend Motion From December 6, 2021 Commission Meeting
- P. Salisbury-Rowan Community Action Agency 2022-2023 CSBG Grant Application
- Q. Addendum to RACE-CARS Trial Grant Funding
- R. Award Fleet Maintenance RFP to Vector Fleet Management, LLC
- S. Agreement with Girl Scouts Hornets' Nest
- T. Lease Agreement with First Baptist Church
- U. Request for Revised Incentive Agreement Hexagon
- V. Agreement with Green Energy Biofuel
- W. Deposit Threshold
- X. Change Order RFC-002 and RFC-003 for Dellinger, Inc.
- Y. Contract with Rae's Playze Adult Day Center for DSS
- Z. Contract with Monarch for DSS
- AA. Additional CARES Funding for Rowan Transit 5311
- AB. Award Sidearm of Master Deputy Billy Marsh to His Surviving Spouse
- AC. Schedule Public Hearing for Z 09-21: Jaypal Kalagiri for January 18, 2022
- AD. FY22 Pet Fee Refund
- 2 Public Comment Period
- 3 Quasi-Judicial Hearing for SUP 01-22
- 4 Quasi-Judicial Hearing for SUP 01-18 Amendment: Cellco Partnership
- 5 Year End Litter Report
- 6 Budget Amendments
- 7 Consider Approval of Board Appointments
- 8 Closed Session
 - To Consider Approval of Closed Session Minutes

- For Attorney-Client Privileged Communication
- 9 Adjournment

Individuals with disabilities who need modifications to access the services or public meetings of Rowan County Government may contact the Clerk to the Board of Commissioners three days prior to the meeting by calling (704) 216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options, please consult: https://relaync.com.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board

DATE: December 15, 2021

SUBJECT: Consider Approval of the Minutes: December 6, 2021

ATTACHMENTS:

Description Upload Date Type

December 6, 2021 Minutes 12/15/2021 Cover Memo

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



Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144 Telephone 704-216-8181 • Fax 704-216-8195

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS December 6, 2021 – 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 Craig Pierce, Member Judy Klusman, Member

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, and Finance Director James Howden were also present.

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

SELECTION OF CHAIR

County Attorney Jay Dees presided over the selection of the Chairman and Vice-Chairman.

Mr. Dees opened the floor for nominations for Chairman.

Commissioner Klusman nominated Commissioner Edds followed by a second from Commissioner Greene.

Commissioner Caskey moved to close the nominations. Commissioner Pierce seconded and the motion carried unanimously.

Upon being put to a vote, the nomination for Commissioner Edds to serve as Chairman carried unanimously (Commissioner Edds refrained from voting and is therefore counted in the affirmative).

SELECTION OF VICE-CHAIR

Commissioner Klusman nominated Commissioner Greene followed by a second from Commissioner Pierce.

Commissioner Caskey moved, Chairman Edds seconded and the vote to close the nominations passed unanimously.

Upon being put to a vote, the nomination for Commissioner Greene to serve as Vice Chairman carried unanimously (Commissioner Greene refrained from voting and is therefore counted in the affirmative).

Chairman Edds expressed appreciation for being able to serve as Chairman of the Board. Chairman Edds praised the Commissioners for their interests, talents and abilities and said he was honored to speak not only for himself but also for the Board at times.

CONSIDER ADDITIONS TO THE AGENDA

County Manager Aaron Church provided a handout with a request for the following additions to the Consent Agenda:

- Fire Department Funding (added as Consent Agenda Item V)
- ADW Change Order (added as Consent Agenda Item W)

Commissioner Klusman moved, Commissioner Caskey seconded and the vote to approve the additions as requested passed unanimously.

Mr. Church also requested to move Consent Agenda Item G (Approval of Change Order #1 with Carolina Siteworks for Roadway Project) to the regular agenda for discussion.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to move the item to the regular agenda as requested carried unanimously.

Chairman Edds placed the matter on the agenda as item #12a.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Klusman 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 November 15, 2021 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Hangar Development TBE WA for Design and Bidding
- B. Resolution Establishing Commission 2022 Meeting Schedule
- C. Sale of Ground Lease Hangar T2 From Overcash to DRM Air
- D. Martin Starnes Contract Modification
- E. Permission to release RFP for Door Access Control
- F. Approval of Contract with The FRMT Group for Psychological Services at Sheriff Department
- G. Approval of Change Order 1 with Carolina Siteworks for Roadway Project (moved to the regular agenda as Item #12a for discussion)
- H. Approval of Task Order 16 with McGill Associates, PA for Construction Phase Service for Water and Sewer Work on Access Road
- I. Annual Bond Report
- J. Tax Refunds for Approval
- K. Approval of a Lease Agreement with Lisa Trexler for Stokes Ferry Recycling Convenient Site
- L. Approval of Contract with S.E Collins, Inc for Engineering Services for Library Boiler Replacement
- M. Resolution to Award Sidearm to Retiring Detective Teresa Haupt
- N. Schedule Quasi-Judicial Hearing for SUP 01-18 Amendment: Cellco Partnership for January 3, 2022
- O. Schedule Quasi-Judicial Hearing for SUP 01-22
- P. Combined Preparedness Grant Application
- Q. Bi-Weekly Environmental Health Report
- R. Emergency Services Night-Shift Differential
- S. Approval of Lease Agreement with John and Kate Schofield for 417 N. Main Street and 120 E. Kerr Street
- T. Approval of Contract with Strategics Consulting for Federal Lobbying Services
- U. Approval of Contract with McGuireWoods Consulting, LLC for State Lobbying Services
- V. Fire Department Funding (addition to the Consent Agenda)

TO: Board of Commissioners

FROM: Aaron Church, Rowan County Manager

DATE: December 6, 2021 SUBJECT: Fire Department Funding

The Board approved the use of American Rescue Plan Award ("ARPA") funds to provide \$50,000 for each Rowan County's Volunteer Fire Departments and Rescue Squad at the November 1, 2021, Board meeting.

I am requesting that the Board amend that action to utilize Article 46 Sales Tax rather than ARPA funding.

MOTION:

 To disapprove using ARPA funds to be allocated to Rowan County's Volunteer Fire Departments and Rescue Squad.

- Approve the use of Article 46 Sales Tax within Fund Balance to provide a one-time appropriation of \$50,000 for each Rowan County's Volunteer Fire Department and Rescue Squad.

 Approve the attached Budget Amendment. 2.
- 3.

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF	COMMISSIONERS
FROM: COUNTY MANAGER	
	Requesting the use of Article 46 Sales Tax - Committed for Public Safety
EXPLANATION IN DETAIL:	within Rowen Cruerty's current Fund Balance to be distribute to all the Fire Districts and Rescue Squad in Rowan County.

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
FUND BALANCE - UNRESTRICTED	1 1	1143390-495000	1,250,000	
FIRE DEPARTMENT DISTRIBUTION - COVID	ě.	1154112-582027	1.250,000	
	+		-	
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DEPARTMENT HEAD		COUNTYMANAGER	ACCOUNTING USE ONLY	
Approved:	Ap	pproved	Period - Journal #	
Disapproved:	Di	sapproved:	Keyed By:	змн
Amended:	Ar	nended	Date Keyed:	- 10100
Date:	De	de:	Posted by:	
Referen.	Fe	Nettere:		
			Date Posted:	

W. ADW Change Order (addition to the Consent Agenda)



			environme	ntslorlife
		(Name), and	ptenning	menun
PROFESSIONAL	SERVICES CONTRACT AMEND	MENT	2	
AGREEMENT:	AIA DOCUMENT B101 – 2017 Owner and Architect Agreement de	ated Oc	tober 1, 2019	
OWNER:	Rowan County, NC ARCHITEC	CT:	ADW Arc	hitects, p.a.
PROJECT:	19006 WEP - Agricultural name	Center	& Meeting H	all
FEE AMENDMEN	NT NUMBER: Addendum 02 -	- ACO2	2	
DESCRIPTION O	F AMENDMENT:			
	V Architects requests additional fee A contract. (See attachment ACO2 - Ac			led in
ADJUSTMENTS T	TO CONTRACT AMOUNT			
	Original contract amount:	\$	1,208,250.0	00
Change by previously approved amendment: \$		16,475.0		
Contract amount prior to this amendment: \$			1,224,725.0	
Total amendment amount requested: \$			62,300.6	
		\$	1,287,025.0	terriphics.
Signatures indicate a amendment.	greement with the adjustment in cont	ract am	ount as set fo	rth in this
Owner	Signature		date	

Page 1 of 1

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November 30, 2021

revised

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

Re: West End Plaza - Adaptive Reuse for Agricultural Center & Meeting Hall Additional Services ACO2 for Mall Concourse Renovations - Alternate #4

ADW is presenting this proposal for Architectural and Engineering services related to the request to renovate/remodel the Mall Concourse at West End Plaza adjacent to the Agricultural Center and Meeting Halls project. This would be an additional scope of work, added to the AIA Owner Architect Agreement dated Oct. 1, 2019 and labeled ACO-2 for Construction Alternate #4. The project scope is as follows:

- 1. Design and document for pricing the renovations to the Mall Concourse of West End Plaza adjacent to the former Belk Store and terminate at the nearest Main Entrance adjacent to the Veterans Affairs space.
- 2. The design will take into consideration the features of the mall concourse and will endeavor to reuse those elements that are appropriate to the design intent of the project as determined through discussions with the County's team.
- 3. All floors, walls and ceilings, materials and finishes, HVAC, Plumbing and Electrical systems will be examined for condition and appropriateness.
- 4. A system for "masking" empty tenant storefronts will be developed for improving the overall appearance of the concourse.
- The fees are as follows:

Schematic Design \$15,575.00 Design Development \$ 9,345.00 Construction Documents \$37,380.00

Contractor Bidding/Pricing included in base contract Construction Administration included in base contract

Total for ACO2 \$62,300.00

ACO1 or addendum 1 for surveyor 16,475.00 ACO2 or addendum 2 for Alternate #4 fee total \$ 62,300.00 Original Contract fee \$1,208,250.00 Total new Contract if accepted \$1,287,025.00

Sincerely,

ADW Architects, p.a.

Robert J. Lauer, Jr. AIA

client signature

date

Managing Principal

Page 1 of 1

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ww.adwarchitests.com

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:

 T.J. Jenkins of 175 Shuffler Woods Road in China Grove, said he had been unable to get answers to questions he had emailed to various individuals and departments.

In response, Chairman Edds advised Mr. Jenkins he would call him the following day.

 Karen South Jones expressed support for continuation funding for the PORT Program.

With no one else coming forward, Chairman Edds closed the Public Comment Period.

3. PUBLIC HEARING & SUMMARY PRESENTATION – EDC "PROJECT EXCELSIOR"

Scott Shelton, Vice-President of the Economic Development Commission (EDC), presented the economic impact summary for the proposed expansion of Project Excelsior (Project).

Mr. Shelton provided a power point and reported the Company behind the Project was an existing manufacturer in the County. According to Mr. Shelton, the Company was well-respected in its field and employed a large number of people in the community.

The Company was experiencing a substantial increase in demand for its products and planned to expand one of its current facilities or establish a new facility somewhere in the southeast.

The Project would create 40 new jobs over the next two (2) years. Approximately 85% of these new jobs would be in the production and logistics categories. The remaining positions would be managerial and sales positions.

The Company would invest approximately \$10.5 million in facility improvements and new equipment. The majority of the improvements would be completed by the end of 2023.

Mr. Shelton reviewed the requested grant assistance. The Company previously received a Level 1 Grant from the Board of Commissioners and had not yet completed its initial five-year grant term. In order to avoid having to enter into a second grant agreement with the Company for this potential expansion, the Rowan EDC proposed the Board consider amending the original five-year grant agreement to extend its term by two (2) years. During these two (2) additional years, the Company would receive a grant equal to only 33% of the new taxes paid.

Using the power point, Mr. Shelton illustrated the revenue impact of the potential Project on Rowan County. Modeled with a 10-year horizon, Rowan County would stand to collect an estimated \$1,068,438 disburse a \$519,249 grant and retain an estimated \$549,189 of new revenue.

Mr. Shelton said the EDC was also working with 'Project Excelsior' and the Economic Development Partnership of North Carolina to pursue a grant from the State from its One North Carolina Fund, which was a discretionary program that offered cash grants for job creation.

If approved, Rowan County would have to apply for the grant on behalf of the Company. Though the required local match amount for the grant was yet to be determined, it would likely be satisfied through the County's Investment Grant.

Chairman Edds opened the public hearing to receive citizen input regarding Project Excelsior. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the investment grant as requested passed unanimously.

Commissioner Pierce moved to authorize the submission of a One NC Grant application to the State of North Carolina on behalf of the Company. The motion was seconded by Commissioner Greene and carried unanimously.

4. QUASI-JUDICIAL HEARING FOR SUP 02-21 AMENDMENT: TAYLOR CLAY PRODUCTS

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the hearing for SUP 02-21 Amendment to be in session. Chairman Edds said the hearing would focus on an application submitted by Bryce Evans on behalf of Taylor Clay Products for a 12,000 square foot building expansion on Tax Parcel 408-020 located at 1225 Chuck Taylor Lane.

The Clerk swore in those wishing to provide testimony in the case.

Assistant Planning Director Shane Stewart presented the Staff Report (Exhibit B). Mr. Stewart also provided a power point (Exhibit C).

Mr. Stewart said Taylor Clay was requesting an amendment to their Special Use Permit (SUP) approved on September 7, 2021 to increase the approved building expansion square footage from 7,875 to 12,000 at their existing brick manufacturing operation at 1225 Chuck Taylor Lane. Per section 21-58 and 21-60(3)(a), the operations that were subject to a special use permit as identified by the table of uses in the Zoning Ordinance required a special use permit for all new and expansion of existing operations. Taylor

Clay received previous special use permits (formerly identified as conditional use permits) in 2002 and 2006 for the addition of a brick kiln and a new building

Using the power point, Mr. Stewart showed the location for the new building and noted the company added eleven (11) parking spaces. Mr. Stewart stated the Board could accept previous findings and that a simple motion to accept would be sufficient.

With no one else having been sworn to provide testimony, Chairman Edds closed the public hearing.

Commissioner Pierce moved to approve the previous Findings of Fact as approved in September. The motion was seconded by Commissioner Greene and passed unanimously.

The Findings of Fact were as follows:

1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.

FACT: The 7,875 square foot addition to the existing staff estimated 250,000 square foot facility will be subject to Building Inspections plan review and permitting.

2. That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.

FACT: No material evidence was presented suggesting this request would injure property values.

3. That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

FACT: According to the staff report, Taylor Clay Products began operation at this location in 1949.

FACT: This request complies with all seven (7) specific special use standards designed to address impacts associated with heavy impact uses.

FACT: The Eastern Rowan Land Use Plan identifies this property as a Commercial / Industrial Area and within the I-85 / US 29 corridor, both of which support the request.

Commissioner Klusman moved to approve SUP 02-21 Amendment. The motion was seconded by Commissioner Greene and passed unanimously.

5. PUBLIC HEARINGS FOR MULTIPLE ROAD NAMES

Planner Aaron Poplin reported there were four (4) roads for which the Board needed to conduct public hearings. Mr. Poplin said he would provide the information for each road and allow the Board to conduct a public hearing on each road name before moving to the next.

The first proposed road name was for Farmstead Lane. The road was unnamed and located off the 2000 block of Old Union Church Road. Staff received a petition with seven (7) of the nine (9) property owners supporting the road name of Farmstead Lane.

Chairman Edds opened the public hearing to receive comments from anyone wishing to speak on the renaming of Farmstead Lane. With no one coming forward, Chairman Edds closed the public hearing.

Commissioner Klusman moved approval of the road name of Farmstead Lane. The motion was seconded by Commissioner Greene and carried unanimously.

The second road, currently known as Carter Loop Street, was proposed to be changed to Hobby Farm Lane. Mr. Poplin reported that staff received a petition with signatures from two (2) of the four (4) property owners in support of the proposed name.

Chairman Edds opened the public hearing to receive comments from anyone wishing to speak on the renaming of Carter Loop Street to Hobby Farm Lane. With no one coming forward, Chairman Edds closed the public hearing.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to rename Carter Loop Street to Hobby Farm Lane passed unanimously.

For the third public hearing and proposed road name, Mr. Poplin noted there were three (3) houses with access to the road. The existing road name, which was used by the North Carolina Department of Transportation (NCDOT) was Old Woodleaf Road. Mr. Poplin said staff reached out to the property owners; however, no petition was received. With no petition having been received, staff was agreeable to continue to use the current road name of Old Woodleaf Road.

Chairman Edds opened the public hearing to receive comments from anyone wishing to speak on the official naming of Old Woodleaf Road. With no one coming forward, Chairman Edds closed the public hearing.

Commissioner Klusman moved approval of the proposed road name of Old Woodleaf Road. The motion was followed by a second from Commissioner Greene and passed unanimously.

The fourth road was unnamed and located off the 3300 block of Smith Road. There were two (2) houses along the unnamed road with another individual looking to build a home. A petition was submitted to staff for the proposed name of Summers Dale Lane.

Chairman Edds opened the public hearing to receive comments from anyone wishing to speak on the proposed road name of Summers Dale Lane. With no one coming forward, Chairman Edds closed the public hearing.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the road name of Summers Dale Lane passed unanimously

6. CONSIDER SNIA 08-21: ABR PROPERTIES

Assistant Planning Director Shane Stewart reported that Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from ABR Properties LLC to construct a 15,000 square foot race shop on Lot 53 of Mooresville Motorsports. The location was 407 Performance Road and further described as Tax Parcel 239-058.

Approving the request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to 70% built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

Mr. Stewart said the request met all standards for approval.

Chairman Edds stated the Board had received quite a few SNIA requests over the past few years and he said at some point the County would need to have a plan in mind when considering the requests. Chairman Edds requested that Planning Staff have a conversation as to what the plan should look like. Mr. Stewart responded that the issue was on Staff's list for review and Planning Staff would talk to the Board in the future.

Commissioner Greene moved, Commissioner Klusman seconded and the vote to approve SNIA 08-21 carried unanimously.

7. W.T. GROUP PRESENTATION OF ADA EVALUATION AND TRANSITION PLAN

Kelly Natoli, Assistant County Manager/Human Resources Director, recalled that several years ago the County had put out a request for proposals to seek an agency to evaluate and help the County come into compliance with the Americans With Disabilities Act (ADA).

Ms. Natoli continued by saying the W.T. Group had been chosen to perform the study/evaluation for the County and to provide a report on its findings.

Ms. Natoli then turned the meeting over to John McGovern with the W.T. Group to present the findings and ADA Transition Plan Report. Ms. Natoli expressed hope the

Board would adopt the plan and implement a series of changes to bring the County into compliance over the next eleven (11) years.

Using a power point, Mr. McGovern highlighted and discussed the details as follows:

Requirements for Existing Facilities Self-Evaluation

- Title II regulation by US DOJ at 35.105
- All existing parks, facilities must be audited.
- No grandfathering
- A requirement since Jan. 26, 1992

Design Standards

- Access is a function of 3 factors: design, construction and maintenance
- Federal 2010 Standards for Accessible Design
- North Carolina Building Code if more stringent
- Park and park assets were added to the standards in 2010. Prior to that building assets were all that were addressed.

DOJ Guidance

- Unique sites and the program access test
- Recurring sites and the program access test
- Program access test
- Can the program be relocated? Can the program be duplicated? Will a new site be constructed or acquired?

Enforcement Methods and Trends

- Relief is intended to be injunctive
- Internal access and inclusion solutions process
- US DOJ (DOI, DOE)
- Federal District Court
- Project Civic Access

With regards to the process and site reports, Mr. McGovern reviewed the **PROCESS** as:

- Cloud-based app on smart phones
- Customized checklists we created
- 2-person teams
- Simple tools: digital level, tape measure, and our experienced access staffs

SITE REPORTS

- Describes the deficit and a solution
- Cites to the federal or state standard
- Image to clarify location of the deficit

Notes construction tolerance of technical infeasibility

Continuing with the power point, Mr. McGovern highlighted the **TRANSITION PLAN**:

- Title II 35.150(d)
- Lacking US DOG guidance, we strive for a minimum of one of three recurring sites
- With site reports, identifies deficit, solutions, person responsible for barrier removal, and by when barrier removal occurs
- Cost references are for planning purposes, they are not an engineer's estimate

TIMING...CAUTIONS

- No set number of years, we recommend 11
- Be certain to budget and spend resources annually towards retrofits
- Staff awareness is a key to success
- Blend with other county plans, e.g., CIP, replacement schedules, etc.

Mr. McGovern provided a breakdown for the phases as follows:

- Phase One: five years at \$2,607.613
- Phase Two: three years at \$1,177,273
- Phase Three: three years at \$1,203,146
- Smart Practices and County Option: \$1,156,461

Mr. McGovern said the project had been buffeted by the COVID-19 Pandemic; however, the W.T. Group had always been able to get answers and help from county staff. Mr. McGovern said the staff interviews had gone very well.

Program and Policy Report

- Identify access experience and issues
- Identify readiness, contrasted to the Title II requirements
- Staff were well prepared and very receptive
- Deliverable is a report with recommended changes

Mr. McGovern extended special appreciation to Ms. Natoli for her assistance with the evaluation.

Commissioner Caskey referred to the information in the agenda packet and said it appeared approximately one-third of the recommendations pertained to parks-related issues. Mr. McGovern explained that when parks were designed before 2010, dirt and grass were used for accessibility to key areas. Mr. McGovern said dirt and grass was never an accessible route and had probably been used at every park. Mr. McGovern also noted restrooms and parking were often issues for parks, as well.

Commissioner Caskey noted the new West Rowan Library that had recently opened was listed as out of compliance. Mr. McGovern said it was common to find a new

facility that did not completely comply, which sent a message to county staff to hold the designers "feet to the fire" to ensure the designers were giving the contractors the correct advice.

Commissioner Caskey agreed the transition plans should blend with the County's other plans.

County Manager Aaron Church expressed appreciation to Mr. McGovern and the W.T. Group for their work, along with the work of Ms. Natoli.

Chairman Edds referred to page 10 regarding the ADA transition plan requirements, specifically the requirement for having a county official named to ensure compliance. Chairman Edds asked if the county official was Mr. Church or Ms. Natoli. Mr. Church said Ms. Natoli served as the ADA Coordinator/Compliance Officer for the County.

Mr. McGovern commented regarding the language listed at the bottom of the Board of Commissioners agenda. Mr. McGovern pointed out the language was a requirement to let those with disabilities know they could attend the meeting and have support.

Ms. Natoli said one of the things mentioned in the report was the County must have a Certified ADA Coordinator. Ms. Natoli announced she had received her certification prior to starting work for the County and she was maintaining and continuing the certification.

Chairman Edds said it was Ms. Natoli's recommendation for the Board to adopt the ADA Self-Evaluation Final Report and Transition Plan.

Ms. Natoli said she would work with the Finance Director to determine what changes were feasible for each budget. Ms. Natoli added that the priorities could be switched around, if needed, and she would keep track to ensure the County made all of its improvements.

Commissioner Klusman moved to adopt the ADA Self-Evaluation Final Report and Transition Plan. The motion was seconded by Commissioner Pierce and carried unanimously.

8. OPEN BROADBAND UPDATE

Nick Steward with Open Broadband (Company) provided an update regarding the installation of equipment for broadband services in the County. Mr. Steward mentioned electricity issues with Duke Energy that had been resolved earlier in the day. Mr. Steward also mentioned supply chain issues for equipment that had ultimately resulted in favor of the County. Mr. Steward said the Company was now using newer equipment for which there was a better supply and that also provided better efficiency.

Mr. Steward provided a timeline for the steps currently underway. Mr. Steward said the first installations to go live should occur by the end of this week or the first of next week.

In response to inquiries from Chairman Edds and Commissioner Greene, Mr. Steward discussed line of sight, which would be done on a case by case basis.

Mr. Steward highlighted the packages and pricing available. Mr. Steward noted there would be no rental fees/taxes but there would be a one-time installation fee of \$150.

The Board discussed a strategy to help get the word out to the citizens regarding the availability of broadband.

A brief discussion followed regarding cash flow, supply chain issues and the Company's efforts to stay ahead of the curve.

Assistant County Manager/Chief Information Officer Randy Cress said the State budget did pass and he wanted the Board to be aware of issues staff was watching. Mr. Cress said ARP funds were able to be used for the Growing Rural Economies with Access To Technology (GREAT) Program.

Mr. Cress explained to Commissioner Greene that an unserved area meant no access to any broadband provider. Mr. Cress said there were a lot of unserved areas in the State. Underserved meant there was at least an option to a provider.

Mr. Cress said the County was predominantly a combination of unserved and underserved. Mr. Cress said a second part of the GREAT grant was for fixed broadband and satellite, which did help cover the cost of the equipment to the residents. Mr. Cress said the potential was there for Open Broadband to look at the grant to provide the installation for free and then get reimbursed for it.

9. REQUEST FOR PORT PROGRAM

Alyssa Harris, Rowan County Health Director, recalled that in 2019, Rowan County Public Health was awarded a \$285,326 grant from Blue Cross and Blue Shield of North Carolina for the implementation of a Post Overdose Response Team (PORT). The grant was a part of BCBS' ongoing efforts to address substance abuse disorder and the opioid epidemic. Since the program's inception and in collaboration with Rowan County Emergency Services and the Center for Prevention Services, the Health Department (HD) worked together to assist both active users and those individuals that are in recovery by offering access to much-needed resources and referrals to treatment. When the grant ended last December, the Commissioners agreed to continue to financially support the program during FY 2021 with the desire of wanting to see more positive results within our community and a return on investment.

The PORT team consisted of a Certified Peer Support Specialist, a Community Paramedic, and a Harm Reduction Program Coordinator; all of whom work together to

provide immediate response following an opioid overdose. Rowan County Emergency Services served as an instrumental part of the program and provided the basic demographics and contact information from all opioid overdose calls. Once the information is received, PORT will make initial contact with the individual within 24-72 hours to offer support, connection to services, treatment options, as well as a Narcan kit, if one is requested. The Certified Peer Support Specialist then continues to follow up with this individual in a 1-month/3-month/6-month interval timeframe after the initial 911 call. In addition to opioid response services, PORT also partnered with community agencies to provide support groups and educational opportunities that focus on substance use disorders and the mental health issues that are oftentimes associated with this disease.

PORT services were impacted by the coronavirus. Immediately following the start of travel restrictions, stay-at-home orders, and social distancing protocols, there was a countywide surge in Rowan of alcohol purchases and substance use. Many support groups and other services that target individuals suffering from substance use disorders were temporarily unavailable, making recovery even less sustainable to many. With COVID-19 and all its restrictions, these much-needed and supportive social networks were somewhat non-existent for those in need. PORT transitioned to putting more efforts towards community outreach. Mobile Narcan distribution stations continued in an effort to prevent and reduce the risk of an opioid related overdose death. As travel restrictions were put in place at the start of the pandemic, there were increased reports of Fentanyl, a potent and versatile opioid, which has been found in illicitly made substances like heroin, cocaine, methamphetamines, ecstasy, and street produced Xanax. Fentanyl significantly increases the risk of overdose among those that use opioids and also increases the risk of overdose among youth and individuals who engage in other forms of illicit drug use.

According to Ms. Harris, Community Outreach Walks also began as another way to offer support to those in need; and because of their success, are now done on a monthly basis. The service not only helped with the distribution of Narcan kits and referrals for treatment, it helped make more contacts with the ever-increasing homeless community and those who are unable to receive support from the local homeless shelter.

PORT collaborated with the County's IT Department and GIS Manager to strengthen its data collection efforts and was able to gather demographic information for each individual served, identify veteran status if applicable, determine access to medical insurance, as well as determine active drug use areas or "Hotspots" within Rowan County.

PORT offered a new educational model, the Community Resiliency Model (CRM), known to empower individuals with the necessary resiliency skills to help them better control and/or overcome their addictions and/or any past traumas. CRM offered wellness skills that focused on the importance of communication and what is happening

in the present moment instead of what happened in one's past. The new educational piece helped afflicted individuals have a new set of skills that could allow them to become more resilient to past traumas and/or bad experiences, with the overall personal goal of creating a more healthy and productive life.

In Rowan, the number of overdoses that PORT has responded to more than doubled since the COVID-19 Pandemic (141 calls pre-COVID vs 333 calls post-COVID). In addition to the increased number of overdoses, Rowan County has seen the number of overdose fatalities increase by almost thirteen-fold since COVID's inception. Whereas there were 3 too many overdose fatalities from October 2019 to March 2020, that number tragically increased to 40 overdose deaths in 2021 alone.

The County's problem with drug use/abuse affects the County's economy and adds additional stressors to community partners. When upper management staff were asked how drug use/abuse affects Novant Health, Rowan Medical Center (NHRMC), the Rowan County Detention Center, Rowan County Department of Social Services, as well as the HD, the following was shared:

- NHRMC, from January 2020 to August 2021, saw IV Drug Hospitalizations costing over \$2.3 million dollars for the treatment of 174 cases or \$13,553/case for ED, inpatient, and/or outpatient care.
- The Rowan County Detention Center also sees a direct correlation with drug use and the rate of crime; and as a result, there is an increase in operating costs in the following ways:
 - an increase in medical costs and in the cost of medical contracts for inmate healthcare
 - an increase in costs for detoxification services and/or mental health services
 - > an increase in the costs for meals due to a higher inmate population
 - an increase in the costs of transportation for inmates to attend court in other counties, as a result of prior arrests outside of Rowan County for drug activity
 - an increase in the likelihood of more altercations among the inmates and/or with staff due to the mental health status of the inmate and/or the state of not having access to drugs and coming off of them. As a result of this, there may be an increase in cost to the county for worker's compensation or overtime to fill this position in an officer's absence
 - an increase in cost to hire and train a new employee to replace an officer who may choose to apply for a less stressful position within Rowan County Sheriff's Department or to replace an officer that has chosen to leave the county altogether
 - an increase in the costs for bond as a result of a pre-trial release program, which can sometimes cost the county even more money if and when the individual does not show up for his/her court appearance
 - The Rowan County Department of Social Services' budget is affected as a result of drug use and abuse among our county residents. Last year alone, it was

reported that most of the children who entered into the County's foster care program were impacted by their parents' substance use disorders. This factor alone will most likely impact the need for mental health/psychiatric treatment in the near future for our younger citizens.

 Rowan County Public Health has seen a direct correlation in the increase in the number of cases of hepatitides, which is a public health threat and is often a result of drug use and the sharing of dirty needles and supplies. From December 2020 to September 2021, there were 69 cases of Acute Hepatitis A and 325 cases of Chronic Hepatitis C. Please note that Chronic Hepatitis C is often the result of untreatable Acute Hepatitis C, which the majority of results from IV drug use.

In addition to the economical, criminal, and public health issues mentioned above, Ms. Harris provided additional facts the community and PORT continue to face.

Ms. Harris reported PORT had been very successful since its inception in July 2019. Over the past three years, PORT, on average, assisted 46.6% of its clients by offering or referring them to community resources and/or a form of treatment.

Ms. Harris shared several testimonies from individuals and talked about lives that had been saved because of the existence of PORT.

The funding for PORT was scheduled to conclude at the end of the year and Ms. Harris said Rowan County Public Health was requesting to continue the program with the use of American Rescue Plan Act (ARPA) funds. A budget was included in the agenda packet showing the contractual cost for the Harm Reduction Program Coordinator, as well as the salary/fringe benefits for the current Certified Peer Support Specialist, Community Paramedic, and for an additional fulltime Peer Support Specialist. Lastly, Ms. Harris pointed out the line items to purchase Narcan and supplies for PORT, as well as any expenses related to the 5th Annual Substance Use Forum.

Ms. Harris responded to questions from the Commissioners regarding the services, funding, and the percentage of successful contacts.

Ashley Creek, Certified Peer Support Specialist, said she was a recovering addict, which made her uniquely qualified to serve in her capacity. Ms. Creek said she had seen people as young as 12 years and as old as 70 years overdose from opiates. Ms. Creek continued by sharing stories about some of the program participants that had been successfully reached through PORT. Ms. Creek said one of the participants was present and she asked the Board's permission for the participant to share part of his journey.

"Zachary" introduced himself as a recovering addict and alcoholic and a participant in the program. Zachary said he had struggled with addiction since he was four (4) years old and that one could not explain the dark aspects and pain of going weeks without hearing your name spoken, or, of living a life where you hurt the people you love the most against your own will. Zachary said one could also not explain what it meant to overdose and then crave what almost killed you. Zachary continued by saying he never understood the depth of his own trauma. One night after an overdose and getting kicked out of a recovery home, Zachary said he had been determined to commit suicide when he received a call from Ms. Creek. Zachary said Ms. Creek let him know she cared and also why she cared. Ms. Creek provided him with resources and he became an active participant of Alcoholics Anonymous and Narcotics Anonymous. Zachary shared that he had reunited with his mother that he had not seen in eight (8) years and that he also now had a relationship with his brother. Zachary said he had gone from not hearing his name on a weekly basis to having relationships with recovering addicts and support groups. Zachary attributed the sincerity of the call he received from Ms. Creek as to why he had not committed suicide.

Chairman Edds responded to Zachary by saying his comments took more courage than anything any of the Commissioners had ever heard in their years on the Board. Chairman Edds said he would continue to pray for Zachary and for his recovery and he thanked Zachary for talking with the Board.

In response to an inquiry from Commissioner Caskey, Ms. Smith said the HD would be open to a conversation with the Volunteer Fire Departments about their responses to calls for overdoses. Ms. Harris said the HD would see what it could do to help the VFD with prevention and getting the community connected to treatments and services.

Further discussion ensued about continuing the funding for PORT. Ms. Harris confirmed that folks who received Narcan through the VFD would be responded to through PORT if that was the Board's preference.

Chairman Edds noted there was another conversation underway with the HD and several other agencies and for which PORT would possibly be absorbed. Chairman Edds asked about the possibility of funding PORT for six (6) months instead of a year in order to allow the broader discussion time to evolve.

Ms. Harris was agreeable to revisiting the issue in six (6) months.

Commissioner Klusman felt it reasonable to discuss the matter in six (6) months.

Ms. Harris said she would make sure the VFD were aware of PORT services for the community.

Commissioner Klusman moved to continue the PORT Program with the addition of \$123,000 to continue the program and the funds be taken from the CARES Act funds. The motion was seconded by Commissioner Caskey and passed unanimously.

10. DISCUSSION REGARDING ANNUAL PLANNING RETREAT

Chairman Edds asked the Board members about their preference for holding its annual planning retreat.

After a brief discussion, it was the consensus of the Board to schedule a one-day planning retreat on January 18, 2022 beginning at noon.

11. BUDGET AMENDMENTS

Finance Director James Howden presented the following budget amendments for the Board's consideration:

- Finance To de-obligate FY20 HMEP Grant. \$9,600
- Finance To de-obligate CDBG/HOME grant budgets. Projects have been completed. \$802,968
- Fire Division Request the transfer of funds to cover annualized part time needs within the Emergency Services Fire Division. Through November, 80% of budget already utilized. \$32,985
- Animal Services/County Manager Requesting use of General Fund's unrestricted fund balance to cover change order related to the road that leads to the Animal Shelter. \$12,987
- Finance The RSS Board of Education was authorized to begin the design and construction of a new middle school on July 1, 2021. This budget amendment is a request to transfer funds to pay architecture fees. \$2,524,500
- Sheriff Recognize check from Davis Attorneys for restitution of damages done by Steven Jones in the Rowan County Detention Center and budget to the RM Equipment Detention account. \$128
- Social Services Budget revenue and expense for one-time LINKS supplemental payment to eligible young adults who are or were in DSS foster care. No county match required. \$100,000
- Sheriff Request to set up budget related to interlocal agreement with Town of Spencer to provide Sheriff Deputies as needed and for the County to be reimbursed \$50 per hour. Agreement already approved. \$79,200

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

12. CONSIDER APPROVAL OF BOARD APPOINTMENTS BOARD OF ADJUSTMENT

- Sean Reid applied for reappointment and if approved, the term will expire October 31, 2024.
- Bradford Basinger applied for a vacant seat. The term is for three (3) years and will expire on November 30, 2024.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to appoint Sean Reid and Bradford Basinger passed unanimously.

 Norman Ribelin applied for reappointment; however, he has served two (2) terms. No other applications of interest have been received and therefore, Mr. Ribelin is willing to remain on the Board for another term.

The Commissioners are asked to considering waiving the term limits established in the Resolution that governs the board appointment process and to reappoint Mr. Ribelin for a term that will expire July 31, 2024.

Commissioner Pierce moved to waive the term limits for Norman Ribelin followed by a second from Commissioner Klusman. The motion passed unanimously.

Commissioner Pierce moved the reappointment of Norman Ribelin. The motion was seconded by Commissioner Klusman and carried unanimously.

AIRPORT ADVISORY BOARD

The Airport Advisory Board (AAB) bylaws specify the term ending dates for all AAB members should be June 30. Based on this, the Commissioners are asked to ratify the term expiration dates for the AAB members below.

- Change the term ending dates for Bill Lucey and John Muth from July 31, 2024 to June 30, 2024.
- Change the term ending date for Richard Franklin from December 31, 2021 to June 30, 2022 (at which time he would be eligible for reappointment for a second term).

Commissioner Klusman moved to ratify the term expiration dates as requested. The motion was seconded by Commissioner Greene and passed unanimously.

CABARRUS-ROWAN METROLPOLITAN PLANNING ORGANIZATION (MPO)

Each year the North Carolina Department of Transportation (NCDOT) requires the MPO to supply a list of current Transportation Advisory Committee (TAC) and Technical Coordinating Committee (TCC) representatives along with their alternates. At present, Commissioner Greg Edds is the appointed member and Commissioner Jim Greene is the appointed alternate to represent Rowan County on the TAC. Ed Muire is the County's TCC representative and Mr. Shane Stewart is the alternate.

The Board was asked to reappoint these individuals as outlined above to serve in 2022.

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to reappoint Ed Muire and Shane Stewart passed unanimously.

Commissioner Pierce moved, Commissioner Klusman moved and the vote to reappoint Commissioners Edds and Greene carried unanimously.

HEALTH BOARD

• On October 4th the Commissioners appointed Dr. Melanie Dombrowski to fill the remaining three (3) months of the term for the Optometrist seat, which expires December 31, 2021. The Board is asked to reappoint Dr. Dombrowski for a 3-year term that will expire December 31, 2024.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to reappoint Dr. Melanie Dombrowski passed unanimously.

• The following members applied for reappointment for 3-year terms that will expire December 31, 2024:

Dr. Tony B. Watlington, Sr.
 Dr. James Michael Fuller
 (General Public Seat)
 (Pharmacist)

> Dr. Corrie Hampton Connolly (Veterinarian)

Commissioner Pierce moved the reappointment of Dr. Tony Watlington, Dr. James Fuller and Dr. Corrie Connolly. The motion was seconded by Commissioner Greene and carried unanimously.

 Carla Rose applied to fill a General Public seat that will become vacant on December 31, 2021. If approved, the term for Ms. Rose will be for three (3) years expiring on December 31, 2024.

Commissioner Klusman moved to appoint Carla Rose followed by a second from Commissioner Caskey. The motion carried unanimously.

JUVENILE CRIME PREVENTION COUNCIL

Sean Reid applied to fill a vacant seat for a member of the General Public. The remainder of the term will expire on June 30, 2022 at which time he would be eligible for reappointment.

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to appoint Sean Reid passed unanimously.

LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)

Lt. Joe Miller applied for a vacant Public safety seat and Angela Ford applied to fill the vacant Media Seat. There are no term limits for these appointments.

Commissioner Pierce moved to appoint Lt. Joe Miller and Angela Ford. The motion was seconded by Commissioner Greene and passed unanimously.

LIBRARY BOARD

 Jennifer Nicholson and Pam Bloom applied for reappointment and if approved their terms will expire on December 31, 2024. Commissioner Pierce moved, Commissioner Greene seconded and the vote to reappoint Jennifer Nicholson and Pam Bloom passed unanimously.

• Gary Freeze applied for reappointment; however, he has served two (2) full terms on this board and is not eligible for reappointment.

The Commissioners may consider waiving the term limits established in the Resolution governing the board appointment process and also consider reappointing Mr. Freeze for a term that will expire December 31, 2024.

Commissioner Klusman moved to waive the term limits for Gary Freeze. The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Klusman moved to reappoint Gary Freeze followed by a second from Commissioner Pierce. The motion passed unanimously.

• The Ex-officio seat is set up per the Library Board's bylaws to be filled by the President of the Friends of RPL. Jenny Hubbard is now the President and the Commissioners are asked to appoint her to this seat. There is no term expiration date.

Commissioner Pierce moved to appoint Jenny Hubbard. The motion was seconded by Commissioner Klusman and passed unanimously.

PARKS AND RECREATION

Ashley Honbarrier applied to fill a seat that will become vacant on December 31, 2021. If appointed, Ms. Honbarrier's term would expire on December 31, 2024.

Commissioner Pierce moved to appoint Ashley Honbarrier followed by a second from Commissioner Greene. The motion carried unanimously.

POOLETOWN VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Tom Stoner and Dylan Barkley applied to fill two (2) seats and if approved their terms will expire on November 30, 2023.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to appoint Tom Stoner and Dylan Barkley carried unanimously.

12a. ADDITION

Approval of Change Order 1 With Carolina Siteworks For Roadway Project (This Item Was Pulled From The Consent Agenda For Discussion)

County Manager Aaron Church said the budget amendment in the agenda packet should read \$16,987 for both lines (revenue and expenditures) instead of \$12,987.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the corrected amount as requested passed unanimously (Commissioner Klusman had left the room and is therefore counted in the affirmative).

13. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 5:18 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC Clerk to the Board



ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Micah Ennis, Director **DATE:** December 6, 2021

SUBJECT: Salisbury-Rowan Community Foundation Grant Acceptance for One Church One Child

Rowan One Church One Child seeks permission to accept the Salisbury-Rowan Community Foundation Grant awarded in the amount of \$7,500.00. The money from this grant will be used to assist Rowan County children that have been abused and neglected with items such as car seats, beds, along with other life sustaining and safety items.

ATTACHMENTS:

DescriptionUpload DateTypeGrant Award Notification12/20/2021Cover Memo

Ennis, Micah, M.

From: Beaver, Donna I

Sent: Friday, December 3, 2021 9:37 AM

To: Quarterman, Nadean; Stutts, Joshua T; Ennis, Micah, M.

Subject: Fwd: Salisbury- Rowan Community Foundation | Application Status Update

I'm so excited that we've been awarded this grant! Can we get this on the Commissioners' agenda?

Thanks! Donna

Sent from my iPhone

Begin forwarded message:

From: "Application Administrator [Do Not Reply]" <fftcgrants@communityforce.com>

Date: December 3, 2021 at 9:02:56 AM EST

To: "Beaver, Donna I" < Donna. Beaver@rowancountync.gov>

Subject: Salisbury- Rowan Community Foundation | Application Status Update

Reply-To: awiltberger@fftc.org

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.

Dear Donna,

I am pleased to share that your organization's {ApplicationName} grant application has been selected for award. Congratulations on your successful proposal!

To learn more about your award, reporting requirements, and to accept/decline your award click <u>here</u>. Please see the following steps to complete your acceptance or decline:

- 1. Complete the new "Award Agreement" section in your dashboard.
- 2. Select the "Accept" or "Decline" button in the upper-right of your dashboard.

Please pay particular attention to the instructions included on the award agreement. It is important that you carefully review all terms and conditions attached to this award, **which includes the completion of an evaluation report.**

Thank you for the important work you do in the community.

Sincerely,

Alex Wiltberger
Board & Grants St

Board & Grants Specialist awiltberger@fftc.org 704.973.4914

The contents of this email are intended for the named addressee(s) only. It contains information that may be confidential. If you received this email in error please email Application Administrator immediately and then kindly delete it. Unless you are the named addressee or an authorized designee, you may not use, copy or reproduce this email in any form or disclose it to another party.

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: Anna Bumgarner

DATE: 12/7/2021

SUBJECT: Parking Lease Agreement with First Baptist Church

Rowan County wishes to renew a lease for parking at 219 W. Liberty Street and 219 N. Jackson Street from First Baptist Church. The county will pay base rent in the amount of \$500 per month in advance on the 1st of each month. this lease will commence on January 1, 2021 for one (1) year and automatically renew annually.

Attached is a copy of the lease agreement with First Baptist Church.

Purchasing Director recommends that the Board of Commissioners authorize the County Manager to approve a lease in substantial form with First Baptist Church for parking spaces in the amount of \$500 per month.

ATTACHMENTS:

Description	Upload Date	Туре
Lease First Baptist Church	12/7/2021	Backup Material
Exhibit A Lease First Baptist Church	12/13/2021	Backup Material

PARKING LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into this day of	_, 2021, by and
between First Baptist Church of Salisbury, a North Carolina non-profit corporation (the	"Lessor") and
County of Rowan, a body politic and corporate, (hereinafter referred to as "Lessee") (c	ollectively, the
"Parties").	

For and in consideration of the mutual promises set forth in this Lease, the Parties hereby agree as follows:

- 1. **Leased Area**. Lessor leases to Lessee two parcels of real property commonly known as 219 W. Liberty Street and 219 N. Jackson Street and shown on the map attached hereto and incorporated herein as Exhibit A (the "Leased Area").
- 2. **Term**. This Lease shall commence on the 1st day of January, 2021, and (A) shall be for a term of one (1) year, and (2) shall automatically renew annually unless sooner terminated per Section 7 below.
- 3. **Lease Payments**. Lessee shall pay Lessor: (A) Base Rent in the amount of five hundred dollars (\$500.00) per month payable in advance on the first day of every month during the Term of the Lease (if the Term starts on a day other than the first of a month, then the appropriate pro rata amount of rent for the first portion of a month must be paid on the date of commencement), and (B) as Additional Rent the amount of Ad Valorem taxes owed by Lessor for each parcel (TM 010 Parcels, 132 and 135). Rent is payable to Lessor or such other party as Lessee may be advised from time to time by written notice. Should the rent be late, late charges will accrue as provided herein. After the 10th day of the month, a late charge of ten dollars (\$10.00) will be applied. Subject to Lessee's right to cure provided in Paragraph 7(b) below, in the event rent is not paid by the 10th of the month, the Lessor may at its sole option, terminate this lease and have served upon Lessee an eviction notice and appropriate legal action taken for an order of summary ejectment.
- 4. Use of the Leased Area; Lessee Improvements; and Damage. The Leased Area shall be made available exclusively to Lessee and used for Lessee's parking purposes. Lessee shall abide by and strictly conform to all rules issued or posted by Lessor from time to time. Lessee may make certain improvements to the Leased Area with written approval of Lessor. Any such improvements shall remain with the Leased Area upon termination of this Lease. Lessee shall not cause damage or allow damage to be caused to the Leased Area. Should any damage occur that devalues the Leased Area, the Lessor shall provide notice to Lessee and allow Lessee the opportunity to repair such damage. In the event Lessee fails to repair the damage within a reasonable time, Lessor may cause the damage to be repaired and charge Lessee for the same.
- 5. **No assignment without consent of Lessor**. Lessee may not assign, transfer, or sublet the Leased Area without the consent of the Lessor. If the Lease is assigned, transferred, or sublet by the Lessee, this agreement shall terminate automatically, unless otherwise agreed upon by the Parties in writing. In the event any assignment or subletting of the Leased Area is consented to by the Lessor, Lessee shall remain liable to Lessor for the payment of rent and for the faithful performance of the covenants and conditions of

this Lease by the assignee or sub-lessee to the same extent as though the Leased Area had not been assigned or sublet.

6. **Events of Default**.

- a. **For Lessee**. Events of Default for Lessee include the following: 1) failure to timely make rent payment and failure to cure such as provided hereinbelow; 2) damaging the Leased Area and failure to cure or repair the same within thirty (30) days of written notice from Lessor; 3) failure to comply with the rules and regulations established by Lessor and Lessee continuing such violation after written notice from Lessor; 4) Lessee petitioning for bankruptcy or insolvency or being adjudged as such by a court of competent jurisdiction, or having a receiver appointed for it or any assignment being made for the benefit of creditors; and 5) any other material breach of the terms and conditions of this Lease.
- b. **For Lessor**: Events of Default for Lessor include the following: 1) failure to provide Leased Area for Lessee's exclusive use; 2) interference with Lessee's exclusive use of the Leased Area; and 3) any other material breach of the terms and conditions of this Lease.

7. **Termination**.

- a. **For convenience**. This Lease shall terminate at the end of the Term if not sooner terminated by Lessor pursuant to this paragraph or Paragraph 7(b) below. Except as otherwise set forth herein, or provided by law, either party may terminate this Lease by delivering written notice to the other party at least sixty (60) days in advance to vacate and surrender the Leased Area.
- b. **For cause**. Except for failure to timely make rent payment, which may be cured within ten (10) days of notice from the Lessor to the Lessee and the Lessee tendering payment in full of the monthly rent and any late payment, this Lease may be terminated after notice to the other party that an Event of Default has occurred and expiration of the appropriate Cure Period as may be applicable (such time period in the aggregate hereinafter called the "Event of Default"). Upon the occurrence of any Event of Default, Lessor may, at its option, repossess the Leased Area and evict the Lessee. Provided, however, that such default and repossession shall not terminate this Lease and shall not release Lessee from its liability hereunder, unless Lessor elects to declare this Lease terminated. In case of such repossession by Lessor, Lessor may rent, lease or re-let said Leased Area to any other Lessee(s), which rent payments shall be credited against Lessee's liability for unpaid rent.
- c. **Non-appropriation Clause**. Lessor acknowledges that Lessee is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lessee's obligations under this contract, then this contract shall automatically expire without penalty to Lessee thirty (30) days after written notice to Lessor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lessee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Lessee's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lessee's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lessee upon written notice to Contractor of such limitation or change in Lessee's legal authority
- 8. **Notices**. All notices, demands, and request which may be or are required to be given by either party to the other shall be in writing. All notices, demands and requires by Lessee to Lessor shall be sent

United States registered mail return receipt requested to 223 North Fulton Street, Salisbury, NC 28144 or at any such place as Lessor may, from time to time, designate in written notice to Lessee. All notices by Lessor to Lessee shall be sent United States registered mail return receipt requested to County Manager, Rowan County, 130 West Innes Street, Salisbury, North Carolina 28144 or at any such place as Lessor may, from time to time, designate in written notice to Lessee.

- 9. **No waiver**. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof shall not be construed as a waiver of such covenant or condition in any instance. No modifications, amendments or the cancellation hereof shall be valid unless in writing and executed by all parties hereto. No presentation or promise has been made by either party hereto except as herein stated.
- 10. **Quiet enjoyment**. The Lessor covenants that the Lessee, on paying the rent and late charges and performing the covenants hereof, shall peaceably and quietly have, hold and enjoy the leased Areas(s) for the term mentioned, without hindrance or interruption by the Lessor.
- 11. **Binding on successors**. The provisions of this lease shall be binding upon the benefit of the Lessor and the Lessee, and their respective heirs, successors, legal representatives and assigns.
- 12. **Indemnity**. To the extent permitted by law, Lessee shall indemnify and hold harmless the Lessor from any claim or claims of injury to person or persons or property arising out of or in connection with the use of the Areas hereinabove referred to by the Lessee. This indemnification shall include reimbursement to the Lessor for all reasonable costs arising out of said claim or claims
- 13. **Entire Agreement**. This lease supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this lease shall bind and inure to the benefit of the Lessor and to the Lessee and their respective heirs, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first written above.

LESSOR: FIRST BAPTIST CHURCH OF SALISBURY	
By:	_
Printed Name:	
LESSEE: ROWAN COUNTY, a body politic	
By:	
Aaron Church, County Manager	_
	ann an ann an dùtha dha dha dha dha dha dha dha dha dha d
Control Act.	anner required by the Local Government and Fiscal
Name: James Howden Rowan County Finance Director	_

EXHIBIT A

LEASED AREA

EXHIBIT A

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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: Valerie Steele, Airport & Transit Director

DATE: 12/10/2021

SUBJECT: FY22 American Rescue Plan (ARP) Transit Grant Application

As a Section 5311 Recipient Rowan Transit is eligible for ARP. This grant will reimburse for 100% of the net operating expenses (expenses remaining after subtracting operating revenues from eligible operating expenses). Rowan County is designated at 78% rural population by our MPO and this percentage was used to calculate the amount applied for (\$650,000).

The period of performance will be March 3, 2022 through June 30, 2023.

The eligible expenses include driver salaries (both full-time and part-time), fuel, PPE, and cleaning supplies.

There is no local match requirement.

Approve RTS to apply for the FY22 American Rescue Plan Grant. If RTS is awarded any amount the agreement will come back in front of the BOC for acceptance of funds and approval for signature.

ATTACHMENTS:

Description	Upload Date	Type
ARP Overview & Application	12/10/2021	Exhibit
EBS Grant Application	12/10/2021	Exhibit
Calculation Sheet	12/10/2021	Exhibit

Legal Applicant Name: Rowan County

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



American Rescue Plan (ARP) Operating Funds Program Overview and Application

North Carolina Department of Transportation Integrated Mobility Division November 1, 2021 On March 11, 2021, President Biden signed the American Rescue Plan (ARP) into law. This bill provides additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2020) on the economy, public health, state and local governments, individuals, and businesses.

ARP grants are available to rural and small urban public transportation systems who receive Section 5311 funding to assist with expenses for the <u>operating</u> portion of scheduling software and other operating expenses.

Eligible Applicants and Reimbursement

All systems receiving Section 5311 are eligible to apply for ARP funding. Section 5311 eligible applicants are designated in each county by the County Commissioners as stated in their "5311 Designee Certification" form, signed by the Chairman of the County Commissioners of each county. This designation is a 5-year designation and is currently in place for the period of 2018 through 2022.

The ARP grant will reimburse systems for 100% of the net operating expenses. Net operating expenses are those expenses remaining after the provider subtracts operating revenues from eligible operating expenses. Operating revenues must include farebox revenues.

Farebox revenues include fares paid by riders who are later reimbursed by a human service agency or other user-side subsidy arrangement. Purchase of transit passes or other fare media for clients would be considered farebox revenue. Farebox revenues do not include payments made directly to the transit system by human service agencies to purchase service. A voluntary or mandatory fee that a college, university, or similar institution imposes on all its students for free or discounted transit service is also not farebox revenue. Farebox revenue must be used to reduce total operating expenses (treated as revenue). The ARP Claim Summary Sheet submitted with claims provides further details of expenses and Farebox Revenue.

Net Operating Expenses = Total Eligible Operating Expenses – Fare Revenues

<u>Note</u>: Income from contracts to provide human service transportation may be used either to reduce the net project cost (treated as revenue) or to provide local match for operating assistance. In either case, the cost of providing the contract service must be included in the total project cost.

Reimbursement will be made in one of two, M-codes on the reimbursement Operating budget form:

M349 - Emergency Relief Operating

M350 - Non-Fixed Rate ADA Paratransit

Eligible Activities

Baseline technology:

- Scheduling software (new statewide RFP for purchasing)
- Automatic Vehicle Location
- Customer-facing apps

Operating expenses (after subtracting fare revenues) including but not limited to the following:

- Provision of transit service:
 - o Driver and other operations worker salaries (including part-time)
 - o Fuel
 - Supplies (including personal protective equipment and cleaning supplies, first aid)
 - Administrative leave for operations employees (including COVID-19 leave pay)
 - Existing operations and maintenance service contracts

Program Monitoring and Oversight

The Regional Grant Specialists from the N.C. Department of Transportation will provide technical assistance, approve reimbursement claims, monitor the implementation of the project to monitor compliance with federal regulations and evaluate project performance. The list of Regional Grant Specialist assignments is included in the application package.

Application Introduction

An application for the ARP operating funds will be open in EBS to apply for the amount an applicant is approved for in this application.

American Rescue Plan application P2022_ARP_OPER

NOTE:

Applicants who have submitted a complete FY 2022 application package for 5311 Administrative/ Operating are only required to submit the following supporting documents below. The checkboxes to the left of the documents are the "application checklist", please check off each document completed for submission.

X	American Rescue Plan Application (this document)
	Proof of currently active DUNS
	Signed FY22 Certifications and Assurances (from FY2022 5311 Admin application
	Signed FY22 Authorizing Resolution (from either 5311 or 5307 application)
\boxtimes	Application in EBS

The ARP application must be submitted through **EBS no later than February 1, 2022.** The documents identified above must be <u>attached</u> to the application in EBS.

Timetable

Application Timeline for FY 2022

DATES	TASK/EVENT
November 1, 2021	Grant Application Package Distributed
Nov 2021 – Jan 31, 2022	RGS' Available to Assist Grantees with Questions
February 1, 2022	Grant Application Due to NCDOT
Feb 1 – 15, 2022	Grant Application Review Process
March 3, 2022	IMD makes funding recommendation to NCDOT BOT
March 3, 2022	Effective date of agreement through June 2023

Claims for ARP funds must be accompanied by documentation supporting expenses being reported.

GENERAL:

If you want a waiver for things like procurement requirements or charter rules, please make sure to put something in the Emergency Relief Docket, the docket item will need to be referenced for those expenses

- The Emergency Relief Docket (FTA-2020-0001 at www.regulations.gov) is open and available for requests for relief from FTA statutory and administrative requirements of Section 5307 and 5311 funding. The Emergency Relief Docket allows grantees to request a waiver from FTA requirements during or after an emergency. Grant recipients should discuss the need for a waiver with the FTA regional office prior to submitting a request to the docket. Any requests or approvals from FTA requirements should be referenced in the grant application.
- Documentation of Operating software purchase
- All operating expenses (after subtracting fare revenues) are eligible under Section 5311
 for all recipients in rural areas that are incurred on or after January 20, 2020, including
 the following:
 - Existing operations and maintenance service contracts, whether previously funded by federal or non-federal funds. Contracts that were funded with nonfederal funds and that did not follow federal procurement requirements would need to submit a request for a waiver to the Emergency Relief docket and the waiver would need to be approved by FTA.

Please provide a summary using the **American Rescue Plan Operating Claim Summary Sheet** or something similar. A Claim Summary Sheet for your use is provided in this application.

			Ар	plication		Ar	PLICATION	
For Progra	am	P2022_AF	RP_OPER					
Program [Description	FY22_SU	BS_ARP_OPERATIN	G			# 1000012707	
Applicant		ROWAN (COUNTY				11.0.707	
Address		130 W INN	DEPARTMENT NES ST RY, NC 28144-4365					
Federal Ta	ax ID No	56-600033	36	CFDA#				
Project ID				*				
Project Inf	ormation	Salaries (F	ull & Part Time) - Fue	el - PPE and	Cleanin	g Supplies		
Period Fro	om *	Sep 1, 201	19	to	*	Jun 30, 2030		
Federal Bi	illable/Non-Billable	Billable		DUNS Number 074494014				
Total proje	ct Expenses	100.00	Requested \$6	650,000.00		100.00	NC DOT Use \$650,000.00	
Federal %	& Amount (%)	100.00	\$6	650,000.00		100.00	\$650,000.00	
FNB % & A	Amount (%)							
State % &	Amount (%)							
Local % &	Amount (%)							
DBE								
MBE								
WBE								
Object Code		Activity		Total Requested Cost (\$)		Cost (\$)	For NCDOT Use Only	
M349	M349- 30.09.08	EMER REL	JEF - OPERATING			\$650,000.00	\$650,000.00	
M350	M350- 11.7C.00	Non Fixed	Rte ADA Paratr					
		Total				\$650,000.00	\$650,000.00	
	1							

4529 OPERATIONS

			_	
MP	റ 7	ጻ%	Rπ	ıral

Salaries - Full Time Salaries - Part Time	603,662.00 88,184.00	-	470,856.36 68,783.52
Fuel	\$ 145,397.00	\$	113,409.66
PPE and Cleaning	\$ 2,000.00	\$	1,560.00
Total	\$	654,609.54	

Rowan County COMMISSIONERS REPORT DECEMBER 2021

FOR 2022 06

PCT USED	36 20 20 20 20 20 20 20 20 20 20 20 20 20	35.8%	39.3%		
AVAILABLE BUDGET	382, 197, 37 500,00 76,619,55 141,232,00 6,353,11 37,120,39 17,387,20 17,387,20 11,734,09 2,000,00 6,825,00 6,825,00 6,825,00 9,534,78 4,000,00 6,825,00 103,838,57	878,601.81	1,821,060.68	1,821,060.68	
ENC/REQ	. 00 . 00 . 00 . 00 . 00 . 00 . 00 . 00	19,594.83	618,245.63	618,245.63	
MTD EXPENDED	21,042.47 1,100.33 8,190.00 301.85 2,400.97 1,290.63 1,290.63 597.04 597.04 2,834.74 2,834.74 118.98 895 8.95	38,686.31	47,208.73	47,208.73	
YTD EXPENDED	221,464.63 11,564.45 77,168.00 25,269.40 13,694.61 8,408.80 6,411.91 6,411.91 740.88 175.00 175.00 2,465.22 296.14 41,558.43 25,565.00	470,979.36	562,405.69	562,405.69	
REVISED BUDGET	603,662 88,184 218,184 62,184 62,1856 62,1815 736,000 7,000 7,000 12,000 12,000 12,000 145,397 39,397	1,369,176	3,001,712	3,001,712	
ORIGINAL APPROP	603,662 88,184 218,400 9,556 62,430 40,815 25,796 18,146 2,500 5,000 7,000 12,000 12,000 145,397	1,329,886	2,765,441	2,765,441 2,765,441 78 %	
- FUND	SALARIES-REGULAR SALARIES-OVERTIME SALARIES-PART TIME HEALTH INSURANCE MEDICARE TAX RETIREMENT SOCIAL SECURITY TAX WORKERS COMPENSATIO 401(K) CONTRIBUTION TECHNOLOGY SERV & M R&M - VEHICLES UNIFORMS TRAVEL TRAINING VEHICLE SUPPLIES OTHER SMALL EQMT MOTOR FUELS & LUBRI C/A - TECHNOLOGY	- OPERATION EXPENSES	SAL FUND	ME, charles supplies, full PD -	
ACCOUNTS FOR: 1010 GENERAL FUND	1154529 510005 11154529 510010 1154529 520015 1154529 520015 1154529 520016 1154529 520025 1154529 520025 1154529 520026 1154529 53000 1154529 55000 1154529 55000 1154529 55000 1154529 55000 1154529 55000 1154529 55000 1154529 55000 1154529 55000	TOTAL RTS -	TOTAL GENERAL FUND	PRE, Clea	

Report generated: 12/09/2021 10:26 User: CowdenKL Program ID: glytdbud

7

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: Anna Bumgarner

DATE: 12/13/21

SUBJECT: On-Airport Obstruction Removal Bid Award and Contract Approval

The purpose of this project is to remove runway obstructions identified by the FAA (trees) and meet FAA requirements for clearance around the AWOS system.

The Pre-Bid Meeting was held 11/2/2021 at 10:00AM and the Bid Meeting on 11/18/2021 at 2:00PM. The Airport received sufficient bids for this project. J. D. Goodrum Company. Inc. was the lowest qualified bidder.

Attached are the Specifications and Contract Documents, bid-tab, draft award letter and signed contract from J.D. Goodrum.

The Airport Director requests for the BOC to award the On-Airport Obstruction Removal project to J. D. Goodrum Company., Inc. for the Alternate Bid in the amount of \$439,292.99 and approve the contract documents for execution by the County Manager.

ATTACHMENTS:

Description	Upload Date	Туре
Award Letter	12/13/2021	Cover Memo
Bid Tab	12/13/2021	Backup Material
contract	12/13/2021	Backup Material
Specifications	12/13/2021	Backup Material



Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144-4326

www.rowancountync.gov Telephone 704-216-8100 Fax 704-216-8110

December 7, 2021

Mr. Rick Eagle J. D. Goodrum Co., Inc. 18339-F Old Statesville Road Cornelius, NC 28031

RE: Award of Contract

On-Airport Obstruction Removal Mid-Carolina Regional Airport Salisbury, North Carolina TBE Project No. 3708-2001

Dear Mr. Eagle:

Rowan County hereby awards the On-Airport Obstruction Removal project to J. D. Goodrum Co., Inc. for the Alternate Bid in the amount of \$439,292.99. The Engineer will forward contract documents to your firm for execution.

Your firm's interest in this project is greatly appreciated. We look forward to a successful project.

Sincerely,

Aaron Church Rowan County Manager

cc: Andy Shook, Talbert, Bright & Ellington, Inc.

Rachel Bingham, NCDOT/DOA

TALBERT, BRIGHT & ELLINGTON

Engineering & Planning Consultants

November 19, 2021

Ms. Valerie Steele, Director Mid-Carolina Regional Airport 3670 Airport Loop Road Salisbury, NC 28147

Re: Bid Tabulation

On-Airport Obstruction Removal Mid-Carolina Regional Airport Salisbury, North Carolina TBE Project No. 3708-2001

Dear Ms. Steele,

Please find enclosed a copy of the Bid Tabulation for the above referenced project.

J. D. Goodrum Co., Inc. submitted the low Base Bid in the amount of six hundred twenty thousand, two hundred seventy-three dollars and ninety-seven cents (\$620,273.97). J. D. Goodrum Co., Inc. submitted the low Alternate Bid in the amount of four hundred thirty-nine thousand, two hundred ninety-two dollars and ninety-nine cents (\$439,292.99). A total of seven (7) bidders submitted a bid on the project. The engineer's estimate has been included on the bid tab.

By copy of this letter, copies of the Bid Tabulations are being forwarded to all bidders.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely.

J. Andrew Shook, P.E.

Enclosure

cc: Rachel Bingham, NCDOT-Div. of Aviation

All bidders

BASE BID (Page 1 of 3)

November	18,	2021
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November 10, 2021		J.D. GOODRUM CORNELIUS, NC LIC.#19284		SALIS	ISTRUCTION BURY, NC #49998	COUNTRY BOY LANDSCAPING, INC. HARMONY, NC LIC.#67108				
ITEM	SPEC	BASE BID				EVT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
NO.	NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT TOTAL			\$70,000,00	\$70,000.00
1	C-105	MOBILIZATION	_11	LS	\$50,407.18	\$50,407.18	\$92,950.00	\$92,950.00		
2	C-102	TEMPORARY SILT FENCE	17,300	LF	\$2.03	\$35,119.00	\$3.91	\$67,643.00	\$2.60	\$44,980.00
3		TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$3,575.40	\$7,150.80	\$9,680.00	\$19,360.00	\$3,300.00	\$6,600.00
- A		TEMPORARY SEEDING (MULCHED)	44	AC	\$2,264.42	\$99,634.48	\$1,925.00	\$84,700.00	\$450.00	\$19,800.00
5		TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	2	EA	\$23,709.76	\$47,419.52	\$17,160.00	\$34,320.00	\$28,000.00	\$56,000.00
5		TEMPORARY ROCK OVERFLOW OUTLET	34	EA	\$276.21	\$9,391.14	\$1,540.00	\$52,360.00	\$250.00	\$8,500.00
7		TEMPORARY DIVERSION DITCH	2.000	LF	\$1.13	\$2,260.00	\$12.10	\$24,200.00	\$5.00	\$10,000.00
-		RIP RAP, CLASS B EROSION CONTROL STONE	15	CY	\$160.89	\$2,413.35	\$61.60	\$924.00	\$250.00	\$3,750.00
8		HAND CLEARING (NO GRUBBING)	3	AC	\$4,171.30	\$12,513.90	\$3,850.00	\$11,550.00	\$5,000.00	\$15,000,00
9			44	AC	\$5,541.87	\$243,842.28	\$4,950,00	\$217,800.00	\$8,500.00	\$374,000.00
10		CLEARING AND GRUBBING		_	\$2,502.78	\$110,122,32	\$2,420.00	\$106,480,00	\$2,450.00	\$107,800.00
11	T-901	SEEDING (MULCHED)	44	AC _	Ψ2,302.70	Ψ110,122.02	\$2,420.00	Ţ, 100.IO		
		BASE BID AMOUNT:				\$620,273.97		\$712,287.00		\$716,430.00

^{*} ERROR IN EXTENDED TOTAL

THEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT

ALBERT BRIGHT & ELLINGTON, INC.

DATE

^{**} ERROR IN TOTAL BID AMOUNT

BASE BID (Page 1 of 3)

November 18, 2021

					J.D. GOODRUM		_	ISTRUCTION	COUNTRY BOY LANDSCAPING, INC.	
		CORNELIUS, NC LIC.#19284		SALISBURY, NC LIC.#49998		HARMONY, NC LIC.#67108				
ITEM	SPEC	BASE BID								
NO.	NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	C-105	MOBILIZATION	1	LS	\$50,407.18	\$50,407.18	\$92,950.00	\$92,950.00	\$70,000.00	\$70,000.00
2	C-102	TEMPORARY SILT FENCE	17,300	LF	\$2.03	\$35,119.00	\$3.91	\$67,643.00	\$2.60	\$44,980.00
3	C-102	TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$3,575.40	\$7,150.80	\$9,680.00	\$19,360.00	\$3,300.00	\$6,600.00
4	C-102	TEMPORARY SEEDING (MULCHED)	44	AC	\$2,264.42	\$99,634.48	\$1,925.00	\$84,700.00	\$450.00	\$19,800.00
5	C-102	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	2	EA	\$23,709.76	\$47,419.52	\$17,160.00	\$34,320.00	\$28,000.00	\$56,000.00
6	C-102	TEMPORARY ROCK OVERFLOW OUTLET	34	EA	\$276.21	\$9,391.14	\$1,540.00	\$52,360.00	\$250.00	\$8,500.00
7	C-102	TEMPORARY DIVERSION DITCH	2,000	LF	\$1.13	\$2,260.00	\$12.10	\$24,200.00	\$5.00	\$10,000.00
8	C-102	RIP RAP, CLASS B EROSION CONTROL STONE	15	CY	\$160.89	\$2,413.35	\$61.60	\$924.00	\$250.00	\$3,750.00
9	P-151	HAND CLEARING (NO GRUBBING)	3	AC	\$4,171.30	\$12,513.90	\$3,850.00	\$11,550.00	\$5,000.00	\$15,000.00
10	P-151	CLEARING AND GRUBBING	44	AC	\$5,541.87	\$243,842.28	\$4,950.00	\$217,800.00	\$8,500.00	\$374,000.00
11	T-901	SEEDING (MULCHED)	44	AC	\$2,502.78	\$110,122.32	\$2,420.00	\$106,480.00	\$2,450.00	\$107,800.00
		BASE BID AMOUNT:				\$620,273.97		\$712,287.00		\$716,430.00

^{*} ERROR IN EXTENDED TOTAL

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

TALBERT BRIGHT & ELLINGTON, INC.	DATE

^{**} ERROR IN TOTAL BID AMOUNT

BASE BID (Page 2 of 3)

November 18, 2021

November 10, 2021			AROLINA CLEANING & RESTORATION, LLC GREENVILLE, NC LIC.#82325			CAROLINA SITEWORKS, INC. CHINA GROVE, NC LIC.#45224		TRIANGLE GRADING & PAVING, INC BURLINGTON, NC LIC.#17456			
ITEM	SPEC	BASE BID									
NO.	NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	C-105	MOBILIZATION	1	LS	\$10,500.00	\$10,500.00		\$64,459.00	\$64,459.00	\$86,000.00	\$86,000.00
2	C-102	TEMPORARY SILT FENCE	17,300	LF	\$2.46	\$42,558.00		\$3.72	\$64,356.00	\$2.65	\$45,845.00
3	C-102	TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$2,500.00	\$5,000.00		\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00
4	C-102	TEMPORARY SEEDING (MULCHED)	44	AC	\$1,863.63	\$81,999.72		\$2,405.00	\$105,820.00	\$1,600.00	\$70,400.00
5	C-102	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	2	EA	\$2,521.32	\$5,042.64		\$44,106.00	\$88,212.00	\$21,000.00	\$42,000.00
6	C-102	TEMPORARY ROCK OVERFLOW OUTLET	34	EA	\$305.88	\$10,399.92		\$500.00	\$17,000.00	\$200.00	\$6,800.00
7	C-102	TEMPORARY DIVERSION DITCH	2,000	LF	\$10.00	\$20,000.00		\$2.80	\$5,600.00	\$5.00	\$10,000.00
8	C-102	RIP RAP, CLASS B EROSION CONTROL STONE	15	CY	\$100.00	\$1,500.00		\$100.00	\$1,500.00	\$130.00	\$1,950.00
9	P-151	HAND CLEARING (NO GRUBBING)	3	AC	\$7,500.00	\$22,500.00		\$10,338.00	\$31,014.00	\$20,000.00	\$60,000.00
10	P-151	CLEARING AND GRUBBING	44	AC	\$10,250.00	\$451,000.00		\$7,039.00	\$309,716.00	\$9,500.00	\$418,000.00
11	T-901	SEEDING (MULCHED)	44	AC	\$1,863.63	\$81,999.72		\$2,658.00	\$116,952.00	\$2,600.00	\$114,400.00
		BASE BID AMOUNT:				\$732,500.00			\$814,629.00		\$867,395.00

BASE BID (Page 3 of 3)

November 18, 2021

	Ti de la companya de			L&M CONSTRUC	TION OF BLAIRS, LLC	ENGINEER'S		
					STATE	SVILLE, NC	ESTIMATE	
					LIC	:.#61091		
ITEM	ITEM SPEC BASE BID							
NO.	NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	C-105	MOBILIZATION	1	LS	\$120,540.00	\$120,540.00	\$68,000.00	\$68,000.00
2	C-102	TEMPORARY SILT FENCE	17,300	LF	\$4.79	\$82,867.00	\$3.50	\$60,550.00
3	C-102	TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$1,000.00	\$2,000.00	\$5,000.00	\$10,000.00
4	C-102	TEMPORARY SEEDING (MULCHED)	44	AC	\$130.48	\$5,741.12	\$1,600.00	\$70,400.00
5	C-102	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	2	EA	\$24,404.00	\$48,808.00	\$18,000.00	\$36,000.00
6	C-102	TEMPORARY ROCK OVERFLOW OUTLET	34	EA	\$101.21	\$3,441.14	\$450.00	\$15,300.00
7	C-102	TEMPORARY DIVERSION DITCH	2,000	LF	\$1.88	\$3,760.00	\$3.00	\$6,000.00
8	C-102	RIP RAP, CLASS B EROSION CONTROL STONE	15	CY	\$117.87	\$1,768.05	\$200.00	\$3,000.00
9	P-151	HAND CLEARING (NO GRUBBING)	3	AC	\$15,000.00	\$45,000.00	\$10,000.00	\$30,000.00
10	P-151	CLEARING AND GRUBBING	44	AC	\$13,909.09	\$611,999.96	\$8,000.00	\$352,000.00
11	T-901	SEEDING (MULCHED)	44	AC	\$329.82	\$14,512.08	\$2,600.00	\$114,400.00
		BASE BID AMOUNT:				\$940,437.35		\$765,650.00

ALTERNATE BID (Page 1 of 3)

Noven	nber 1	18,	2021
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	14040111MOL 10, MOR.				J.D. GOODRUM		KMD CONSTRUCTION		CAROLINA CLEANING & RESTORATION, LLC		
					CORNE	LIUS, NC	SALISI	BURY, NC	G	REENVILLE, NC	
						¥19284	LIC.	#49998		LIC.#82325	- 1
ITEM	T CDEC	BASE BID									
		DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	
NO.			- 1	LS	\$48,559,89	\$48,559.89	\$33,000.00	\$33,000.00	\$10,000.00	\$10,000.00	
1		MOBILIZATION	44.000	LF	\$2.03	\$28,826.00	\$3.91	\$55,522.00	\$2.46	\$34,932,00	
2		TEMPORARY SILT FENCE	14,200		\$3,575.40		\$9,680.00	\$19,360.00	\$2,500.00	\$5,000.00	
3		TEMPORARY CONSTRUCTION ENTRANCE	2	EA			\$1,925.00	\$32,725.00	\$1,863,63	\$31,681,71	
4		TEMPORARY SEEDING (MULCHED)	17	AC	\$2,264,42	\$38,495.14		\$34,320.00	\$2,521.32	\$5,042.64	
5		TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	2	EA	\$23,709.76	\$47,419.52	\$17,160.00		\$305.88	\$10,399.92	-
6	C-102	TEMPORARY ROCK OVERFLOW OUTLET	34	EA	\$276.21	\$9,391.14	\$1,540.00	\$52,360.00		\$20,000.00	
7	C-102	TEMPORARY DIVERSION DITCH	2,000	LF	\$1.13	\$2,260.00	\$12.10	\$24,200.00	\$10.00		
8	C-102	RIP RAP, CLASS B EROSION CONTROL STONE	15	CY	\$143.02	\$2,145.30	\$39.60	\$594.00	\$100.00	\$1,500.00	
9		HAND CLEARING (NO GRUBBING)	3	AC	\$4,171.30	\$12,513,90	\$3,850.00	\$11,550.00	\$7,500.00	\$22,500.00	
10		CLEARING AND GRUBBING	17	AC	\$5,601.46	\$95,224.82	\$5,280.00	\$89,760.00	\$10,250.00	\$174,250.00	
11		CLEARING AND GRINDING	27	AC	\$3,694.58	\$99,753.66	\$3,190.00	\$86,130.00	\$6,250.00	\$168,750.00	
11		SEEDING (MULCHED)	19	AC	\$2,502,78	\$47,552.82	\$2,420.00	\$45,980.00	\$1,863,63	\$35,408,97	
_12	1-901	SEEDING (MOLOFILD)									
	-	BASE BID AMOUNT:				\$439,292.99		\$485,501.00		\$519,465.24	
1	I _	BASE BID AWOUNT.					 				

HEREBY CERTIFY THIS ABULATION OF BIDS TO BE CORRECT.

^{*} ERROR IN EXTENDED TOTAL
** ERROR IN TOTAL BID AMOUNT

ALTERNATE BID (Page 1 of 3)

November 18, 2021

					J.D. GOODRUM		KMD CONSTRUCTION		CAROLINA CLEANING & RESTORATION, LLC		ON, LLC
					CORNELIUS, NC		SALISI	SALISBURY, NC		REENVILLE, NC	
					LIC.	#19284	LIC.	LIC.#49998		LIC.#82325	
ITEM	EM SPEC BASE BID										
NO.	NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	-
1	C-105	MOBILIZATION	1	LS	\$48,559.89	\$48,559.89	\$33,000.00	\$33,000.00	\$10,000.00	\$10,000.00	
2	C-102	TEMPORARY SILT FENCE	14,200	LF	\$2.03	\$28,826.00	\$3.91	\$55,522.00	\$2.46	\$34,932.00	
3	C-102	TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$3,575.40	\$7,150.80	\$9,680.00	\$19,360.00	\$2,500.00	\$5,000.00	
4	C-102	TEMPORARY SEEDING (MULCHED)	17	AC	\$2,264.42	\$38,495.14	\$1,925.00	\$32,725.00	\$1,863.63	\$31,681.71	
5	C-102	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	2	EA	\$23,709.76	\$47,419.52	\$17,160.00	\$34,320.00	\$2,521.32	\$5,042.64	
6	C-102	TEMPORARY ROCK OVERFLOW OUTLET	34	EA	\$276.21	\$9,391.14	\$1,540.00	\$52,360.00	\$305.88	\$10,399.92	
7	C-102	TEMPORARY DIVERSION DITCH	2,000	LF	\$1.13	\$2,260.00	\$12.10	\$24,200.00	\$10.00	\$20,000.00	
8	C-102	RIP RAP, CLASS B EROSION CONTROL STONE	15	CY	\$143.02	\$2,145.30	\$39.60	\$594.00	\$100.00	\$1,500.00	
9	P-151	HAND CLEARING (NO GRUBBING)	3	AC	\$4,171.30	\$12,513.90	\$3,850.00	\$11,550.00	\$7,500.00	\$22,500.00	
10		CLEARING AND GRUBBING	17	AC	\$5,601.46	\$95,224.82	\$5,280.00	\$89,760.00	\$10,250.00	\$174,250.00	
11	P-151	CLEARING AND GRINDING	27	AC	\$3,694.58	\$99,753.66	\$3,190.00	\$86,130.00	\$6,250.00	\$168,750.00	
12	T-901	SEEDING (MULCHED)	19	AC	\$2,502.78	\$47,552.82	\$2,420.00	\$45,980.00	\$1,863.63	\$35,408.97	
		BASE BID AMOUNT:				\$439,292.99		\$485,501.00		\$519,465.24	

^{*} ERROR IN EXTENDED TOTAL

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

TALBERT BRIGHT & ELLINGTON, INC. DATE

^{**} ERROR IN TOTAL BID AMOUNT

ALTERNATE BID (Page 2 of 3)

November 18, 2021

					COUNTRY BOY LANDSCAPING, INC.		CAROLINA SITEWORKS, INC.		FRIANGLE GRADING & PAVING, IN	
						ONY, NC		GROVE, NC	BURLINGTON, NC	
			LIC.i	#67108	LIC.#45224		LIC.#17456			
ITEM		BASE BID								
NO.	NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	C-105	MOBILIZATION	1	LS	\$54,000.00	\$54,000.00	\$60,000.00	\$60,000.00	\$68,000.00	\$68,000.00
2	C-102	TEMPORARY SILT FENCE	14,200	LF	\$2.60	\$36,920.00	\$3.72	\$52,824.00	\$2.65	\$37,630.00
3	C-102	TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$3,300.00	\$6,600.00	\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00
4	C-102	TEMPORARY SEEDING (MULCHED)	17	AC	\$450.00	\$7,650.00	\$2,405.00	\$40,885.00	\$1,600.00	\$27,200.00
5	C-102	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	2	EA	\$31,000.00	\$62,000.00	\$44,106.00	\$88,212.00	\$21,000.00	\$42,000.00
6	C-102	TEMPORARY ROCK OVERFLOW OUTLET	34	EA	\$250.00	\$8,500.00	\$500.00	\$17,000.00	\$200.00	\$6,800.00
7	C-102	TEMPORARY DIVERSION DITCH	2,000	LF	\$5.00	\$10,000.00	\$2.80	\$5,600.00	\$5.00	\$10,000.00
8	C-102	RIP RAP, CLASS B EROSION CONTROL STONE	15	CY	\$250.00	\$3,750.00	\$100.00	\$1,500.00	\$130.00	\$1,950.00
9	P-151	HAND CLEARING (NO GRUBBING)	3	AC	\$5,000.00	\$15,000.00	\$10,338.00	\$31,014.00	\$20,000.00	\$60,000.00
10	P-151	CLEARING AND GRUBBING	17	AC	\$8,500.00	\$144,500.00	\$7,039.00	\$119,663.00	\$9,500.00	\$161,500.00
11	P-151	CLEARING AND GRINDING	27	AC	\$6,000.00	\$162,000.00	\$5,056.00	\$136,512.00	\$7,610.00	\$205,470.00
12	T-901	SEEDING (MULCHED)	19	AC	\$2,450.00	\$46,550.00	\$2,658.00	\$50,502.00	\$2,600.00	\$49,400.00
		BASE BID AMOUNT:				\$557,470.00		\$613,712.00		\$681,950.00

ALTERNATE BID (Page 3 of 3)

November 18, 2021

			L&M CONSTRUCT	TON OF BLAIRS, LLC	ENGINEER'S				
					STATES	SVILLE, NC	ESTIMATE		
					LIC.	#61091			
ITEM	SPEC	BASE BID							
NO.	NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	
1	C-105	MOBILIZATION	1	LS	\$120,540.00	\$120,540.00		\$0.00	
2	C-102	TEMPORARY SILT FENCE	14,200	LF	\$4.79	\$68,018.00	\$3.50	\$49,700.00	
3	C-102	TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$1,000.00	\$2,000.00	\$5,000.00	\$10,000.00	
4	C-102	TEMPORARY SEEDING (MULCHED)	17	AC	\$147.06	\$2,500.02	\$1,600.00	\$27,200.00	
5	C-102	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY	2	EA	\$24,338.00	\$48,676.00	\$18,000.00	\$36,000.00	
6	C-102	TEMPORARY ROCK OVERFLOW OUTLET	34	EA	\$101.21	\$3,441.14	\$450.00	\$15,300.00	
7	C-102	TEMPORARY DIVERSION DITCH	2,000	LF	\$1.88	\$3,760.00	\$3.00	\$6,000.00	
8	C-102	RIP RAP, CLASS B EROSION CONTROL STONE	15	CY	\$117.87	\$1,768.05	\$200.00	\$3,000.00	
9	P-151	HAND CLEARING (NO GRUBBING)	3	AC	\$15,000.00	\$45,000.00	\$10,000.00	\$30,000.00	
10	P-151	CLEARING AND GRUBBING	17	AC	\$13,909.12	\$236,455.04	\$8,000.00	\$136,000.00	
11	P-151	CLEARING AND GRINDING	27	AC	\$12,000.00	\$324,000.00	\$6,000.00	\$162,000.00	
12	T-901	SEEDING (MULCHED)	19	AC	\$329.84	\$6,266.96	\$2,600.00	\$49,400.00	
				, and the second					
		BASE BID AMOUNT:				\$862,425.21		\$524,600.00	

CONTRACT

This AGREEMENT, made and entered into this day o	f, 20
by and between the County of Rowan, hereinafter called t	he OWNER, and <mark>J.D. Goodrum</mark>
Company, Inc., hereinafter called the Contractor.	

WITNESSETH: That the Contractor, for the consideration hereinafter fully set out, and the OWNER, for the construction of work performed, agrees that:

1. Scope of Work:

The Contractor shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

ON-AIRPORT OBSTRUCTION REMOVAL MID-CAROLINA REGIONAL AIRPORT SALISBURY, NORTH CAROLINA

Specifications and Contract Documents:

a.	Project I	Plans	prepared	by	Talbert,	Bright	&	Ellington,	Inc.	dated	October
	2021										

- **b.** Instructions to Bidders
- c. General Conditions, including any Supplementary General Conditions
- d. Project Special Provisions
- **e.** Technical Provisions (Construction Details)
- f. Alternate Bid Proposal Accepted as modified in the amount of \$439,292.99

\$ 439,292.99

- g. Performance and Payment Bond
- h. Addendum Nos. 1-2
- I. Contract Modifications

CURRENT CONTRACT AMOUNT:

 ORIGINAL PROPOSAL:
 \$ 439,292.99

 TOTAL ADDITIONS:
 \$ 0.00

 TOTAL DEDUCTIONS*:
 \$ 0.00

- The Contractor hereby guarantees all materials and workmanship for a period of one year from the date at final acceptance of all items of work set forth under this Contract.
- 2. The Contractor shall commence the work to be performed under the Contract not later than the date set by the OWNER in written notice to proceed, said date to be not less than ten (10) days after issuance of notice.
- The OWNER hereby agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions a provided in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.
- 4. The OWNER shall make partial payments to the Contractor on a basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor within twenty (20) calendar days after receipt of a correct payment request, less ten percent (10%) of the amount of such estimate which is to be retained by the OWNER until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the OWNER.
- 5. Neither final payment nor any remaining retained percentage shall become due <u>until</u> thirty (30) days after all the following have occurred:
 - The Contractor completes all work covered by this Contract;
 - **b.** The OWNER accepts such work; and
 - c. The Contractor submits to the OWNER all executed closeout items required in the Project Special Provisions, and evidence satisfactory to the OWNER that all payrolls, bills for materials and equipment, and other indebtedness/costs connected with the construction have been paid or otherwise satisfied. OWNER may require other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the OWNER. If a Subcontractor refuses to furnish a release or waiver required by the OWNER, the Contractor may furnish a bond satisfactory to the OWNER to indemnify the OWNER against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the OWNER all money that the OWNER may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
 - **d.** The Contractor submits to OWNER a certificate evidencing that insurance

- <u>required by the Contract Documents</u> is to remain in full force and effect, and will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the OWNER;
- e. The Contractor submits a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; and
- **f**. The surety, if any, consents to final payment.
- 6. It is further mutually agreed between the Contractor and the OWNER hereto if, at any time after the execution of this Contract and the Performance and Payment Bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory; or if, for any reason such bond ceases to be adequate to cover the performance of such work, the Contractor shall, at its expense, within five days after the receipt of notice from the OWNER to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the OWNER. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the OWNER.

IN WITNESS WHEREOF, the OWNER and Contractor hereto have executed this Contract on the day and date first above written in three counterparts, be deemed an original Contract.

Signed and sealed this _/3*	h day of Dece	ember	_, 20 <u>21</u> .	
By: Owner – Rowan County M	anager	By: Contractor		STRUCTURE COMPANY
Title Attest	Date	PRos:dur Title		SEAL 1985
Witness		Hacu Least Witness		

Executed in triplicate.

PERFORMANCE BOND

100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

J.D. GOODRUM COMPANY, INC. 18339-F OLD STATESVILLE RD CORNELIUS, NC 28031

as Principal, hereinafter called Contractor and Fidelity and Deposit Company of Maryland a corporation duly organized under laws of the State of North Carolina as Surety, hereinafter called Surety, are held firmly bound unto:

COUNTY OF ROWAN 130 WEST INNES STREET SALISBURY, NORTH CAROLINA 28144

hereinafter called OWNER, in the amount of <u>Four hundred thirty-nine thousand, two hundred ninety-two dollars and ninety-nine cents (\$439,292.99)</u> for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Contractor has by written agreement dated _______, 20___ entered into a Contract with OWNER for the **On-Airport Obstruction Removal** in accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC. 3525 WHITEHALL PARK DRIVE SUITE 210 CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

- 1. Complete the Contract in accordance with its terms and conditions, or
- Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable to OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor.

Any suit this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER names herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this 13th day of December	ec, 20 <u>21</u> .
BY:	BY:
Name PResider Title NC NC NC NC NC NC NC NC NC N	Surety Name Debra S. Ritter, Attorney-in-Fact Title
WITNESS:	WITNESS:
Itaci Leauth	Erin Ritter
BY: Licensed Resident Agent (Signature)	
Debra S. Ritter Licensed Posident Agent (Typed)	
Licensed Resident Agent (Typed) 5605 Carnegie Blvd., Suite 300 Street Address	
Charlotte, NC 28209	
City, State, Zip	
704-365-6213 Telephone Number	

LABOR AND MATERIAL PAYMENT BOND

100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

J.D. GOODRUM COMPANY, INC. 18339-F OLD STATESVILLE RD CORNELIUS, NC 28031

as Principal, hereinafter called Principal, and Fidelity and Deposit Company of Maryland Illinois a corporation duly organized under laws of the State of North Sanotina as Surety, hereinafter called Surety, are held firmly bound unto:

COUNTY OF ROWAN 130 WEST INNES STREET SALISBURY, NORTH CAROLINA 28144

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinbelow defined, amount of <u>Four hundred thirty-nine thousand, two hundred ninety-two dollars and ninety-nine cents</u> (\$439,292.99) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WH	EF	REA	S
----	----	-----	---

Principal has by written agreement dated ________, 20____ entered into a contract with OWNER for the **On-Airport Obstruction Removal** in accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC. 3525 WHITEHALL PARK DRIVE SUITE 210 CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.
- 2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- 3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following; the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.
 - b. After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond. Signed and sealed this 13th day of Detember BY: BY: Fidelity and Deposit Company of Maryland J.D. Goodrum Company, Inc. Surety Contractor Name (Seal) Name Debra S. Ritter, Attorney-in-Fact Title Title WITNESS: WITNESS: (Signature) Licensed Resident Agent Debra S. Ritter Licensed Resident Agent (Typed) 5605 Carnegie Blvd., Suite 300 Street Address Charlotte, NC 28209 City, State, Zip

The amount of this bond shall be reduced by and to the extent of any payment or

704-365-6213

Telephone Number

4.

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Raymond J. GARRUTO, Wendy E. LAHM, Debra S. RITTER, Martin D. PALLAZZA, Brad W. GIBSON, Angela Y. BUCKNER, Jenny SNELL, H. Thomas DAWKINS and Robert C. TRESHER, all of Charlotte, North Carolina, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 31st day of March, A.D. 2020.







ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

By: Dawn E. Brown

Dawn & Grown

State of Maryland County of Baltimore

Secretary

On this 31st day of March, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

over 1

Constance A. Dunn, Notary Public My Commission Expires: July 9,2023

Constance a. Dunn

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

By:

Brian M. Hodges Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

t	his certificate does not confer rights t	o the	cert	ificate holder in lieu of su				·			
PRODUCER Parks Insurance & Financial, Inc. 9713 Northcross Center Ct, Ste 102 Huntersville, NC 28078						CONTACT Melissa Watt					
						PHONE (A/C, No, Ext): (704) 548-0500 104 FAX (A/C, No):					
						E-MAIL ADDRESS: melissa@goparksins.com					
						INSURER(S) AFFORDING COVERAGE NAIC #					
						INSURER A: The Cincinnati Insurance Companies				10677	
INSURED						INSURER B: The Cincinnati Casualty Company				28665	
JD Goodrum Co, Inc.					INSURER C: Underwriters at Lloyd"s of						
	18339-F Old Statesville Rd				INSURER D:						
	Cornelius, NC 28031				INSURER E:						
						INSURER F:					
COVERAGES CERTIFICATE NUMBER:					REVISION NUMBER:						
II C	HIS IS TO CERTIFY THAT THE POLICII NDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PER POLI	IREMI TAIN, CIES.	ENT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	V OF A	INY CONTRAC 7 THE POLICI REDUCED BY I	CT OR OTHER ES DESCRIB PAID CLAIMS.	R DOCUMENT WITH R ED HEREIN IS SUBJI	RESPECT TO	WHICH THIS	
LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	x		EPP 0517645		1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence	s ce) \$	1,000,000 500,000	
	X XCU Incl	^`						MED EXP (Any one perso		10,000	
								PERSONAL & ADV INJUI		1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		2,000,000	
	POLICY X PRO- X LOC							PRODUCTS - COMP/OP		2,000,000	
	OTHER:							111000010 001111101	s		
Α	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMI (Ea accident)		1,000,000	
	X ANY AUTO		EF	PP 0517645		1/1/2021	1/1/2022	BODILY INJURY (Per per	son) S		
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per acc			
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	S	-	
	AUTOS CINET							(i ci dolident)	s		
Α	X UMBRELLA LIAB X OCCUR					:		EACH OCCURRENCE	s	8,000,000	
	EXCESS LIAB CLAIMS-MADE			EPP 0517645		1/1/2021	1/1/2022	AGGREGATE	s	8,000,000	
	DED RETENTIONS				1			NOONEONIE	s		
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		· · · · · · · · · · · · · · · · · · ·				1/1/2022	X PER STATUTE E	TH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE			EWC 0517638		1/1/2021		E.L. EACH ACCIDENT	S	1,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPL	OYEE S	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY L		1,000,000	
Α	Equipment Floater			EPP 0517645		1/1/2021	1/1/2022	Rented/Leased Eq		750,000	
С	E&O w/Pollution Liab			ARG13757A21		1/1/2021	1/1/2022	(ded \$10k)		1,000,000	
					ļ						
Ref Cou	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL Project: Airport Obstruction Removal nty of Rowan is additional insured for G Days Notice of Cancellation will be giver	Loc: ener	Mid C al Lia	Carolina Regional Airport, 3 bility as required by writter	1670 Ai	rport Road, S	space Is require alisbury, NC	ed) 28147			
CERTIFICATE HOLDER						CANCELLATION					
County of Rowan 130 W Innes Street Salisbury, NC 28144						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
					AUTHORIZED REPRESENTATIVE WHITE PROPERTY OF THE PROPERTY OF T						

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

On-Airport Obstruction Removal

Mid-Carolina Regional Airport Salisbury, North Carolina

N.C.D.O.A. Project Number 36237.42.16.1

Prepared For:

Mid-Carolina Regional Airport

Aaron Church Rowan County Manager

By:

TALBERT, BRIGHT & ELLINGTON, INC.

ENGINEERING & PLANNING CONSULTANTS

Charlotte, North Carolina October 2021 TBE No. 3708-2001 North Carolina License No. C-1163

SET NO.:

SPECIFICATIONS AND CONTRACT DOCUMENTS

ON-AIRPORT OBSTRUCTION REMOVAL

MID-CAROLINA REGIONAL AIRPORT

ADVERTISEME	ADV-1 to ADV-		
ITEMIZED PROI	POSAL	PRO-1 to PRO-26	
DISADVANTAGI	DISADVANTAGED BUSINESS ENTERPRISE (DBE)		
DRUG FREE WO	PRKPLACE	DFW-1 to DFW-2	
GENERAL CONI	DITIONS		
Section 10	Definition of Terms	10-1 to 10-8	
Section 20	Proposal Requirements and Conditions	20-1 to 20-4	
Section 30	Award and Execution of Contract	30-1 to 30-2	
Section 40	Scope of Work	40-1 to 40-4	
Section 50	Control of Work	50-1 to 50-6	
Section 60	Control of Materials	60-1 to 60-4	
Section 70	Legal Regulations and Responsibility to Public	70-1 to 70-6	
Section 80	Prosecution and Progress	80-1 to 80-6	
Section 90	Measurement and Payment	90-1 to 90-8	
GENERAL CONS	STRUCTION ITEMS		
Section 102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control		
Section 105	Mobilization		
PROJECT SPECI	AL PROVISIONS	PSP-1 to PSP-16	
SAFETY AND SE	CURITY REQUIREMENTS	SAFE-1 to SAFE-6	
SITE WORK			
P-151	Clearing and Grinding	P-151-1 to P-151-2	
P-152	Excavation, Subgrade, and Embankment	P-152-1 to P-152-8	

Table of Contents i

Table of Contents

TURF	ING		
-	Γ-901	Seeding	T-901-1 to T-901-6
-	Γ-908	Mulching	T-908-1 to T-908-4
APPE	NDICES		
1	Appendix "A"	Standard Form Construction Contract	A-1 to A-14
1	Appendix "B"	Forms	B-1 to B-8
1	Appendix "C"	Required Federal Provisions	C-1 to C-30
1	Appendix "D"	Davis Bacon Wage Rates	D-1 to D-8
1	Appendix "E"	Construction, Safety, and Phasing Plan (CSPP)	

ii Table of Contents



ADVERTISEMENT FOR BIDS

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed bids for "On-Airport Obstruction Removal" at the Mid-Carolina Regional Airport will be received by the County of Rowan until 2:00 P.M. *(local time)*, Thursday, November 18, 2021. Immediately thereafter, the bids will be publicly opened and read aloud in the Conference Room of the Mid-Carolina Regional Airport located at 3670 Airport Road, Salisbury, North Carolina 28147.

All Contractors are hereby notified that they shall have proper Contractor's licenses as required by the state laws governing their respective trade in the state where this Project is located.

Bidding Documents may be examined at the Airport and on plan room websites as follows:

Dodge Data & Analytics – www.construction.com

Construct Connect (f/k/a iSqFt + bidclerk) – www.iSqFt.com

Bidders may obtain a complete set of bidding documents from Richa Graphics, 704-331-9744, 800 North College Street, Charlotte, North Carolina 28206, www.richa.com. All bid documents including addendum(s) are non-refundable. Contact Richa Graphics for document and shipping costs. Please note: Richa Graphics is the official Plan Room provider. Bidders must be listed on the plan holder's list held by Richa Graphics in order to receive any Bid Documents.

Notice is hereby given to all bidders that Executive Order 11246 and Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Part 21, are applicable to this contract.

Each bid must be accompanied by a Bid Bond, or by a certified check payable to Rowan County, Salisbury, North Carolina, and drawn on some bank or trust company authorized to do business in the State of North Carolina, for an amount equal to five percent (5%) of the total bid.

A performance bond and a labor and material payment bond are required.

All bids will be awarded by Rowan County.

A pre-bid conference will be held on Tuesday, November 2, 2021 at 10:00 A.M. (*local time*) in the Conference Room of the Mid-Carolina Regional Airport, Salisbury, North Carolina.

No bid may be withdrawn for a period of ninety (90) days after the closing time for the receipt of bids. Rowan County reserves the right to reject any and all bids and to waive any and all technical defects in the execution of the submission of any bid.

Envelopes containing proposals must be sealed and addressed to Ms. Valerie Steele, Airport Manager, Mid-Carolina Regional Airport, 3670 Airport Road, Salisbury, NC 28147. Envelopes must be marked as follows: "On-Airport Obstruction Removal", with contractor's name, address, and license number listed on the envelope.

Aaron Church County Manager

Advertisement for Bids ADV-1

Intentionally Left Blank

ADV-2 Advertisement for Bids



PROPOSAL REQUIREMENTS AND CONDITIONS

ON-AIRPORT OBSTRUCTION REMOVAL

MID-CAROLINA REGIONAL AIRPORT – SALISBURY, NORTH CAROLINA

DATE:		

In compliance with the Advertisement (Notice to Bidders), the undersigned hereby proposes to furnish the materials and perform the work for completion of all items listed in the schedule for which the proposal is completed below in strict accordance with the Advertisement (Notice to Bidders), Plans, and General Provisions, Special Provisions of the Specifications, and all contract documents for the consideration of the price quoted in the following items and agrees, upon receipt of written notice of the acceptance of this Proposal, that within on hundred twenty (120) days after the date of the opening of the Proposals, it will execute a contract in accordance with the Proposal as accepted and give the required Performance and Payment Bond with good and sufficient surety or sureties, within fifteen (15) days after receipt of notice of formal award of contract and presentation of the prescribed forms.

The Contractor's attention is directed to the requirements of the Disadvantaged Business Enterprise Program and the Equal Employment Opportunity Requirements (attached), which must be submitted with the Proposal. Wages not less than the minimum rates of wages, as predetermined for this project by the Secretary of Labor, shall be used in the preparation of this Proposal. Subcontract requirements to obtain the goal of fourteen percent (14%) of Disadvantaged Business participation have been established for this contract. The Bidder shall complete and submit, along with the bid proposal, required information (see "Disadvantaged Business Enterprise Program") describing actions taken in order to achieve such goals and understands that meeting or exceeding the stated goals is a condition for being awarded this contract. Failure to submit the above information will be grounds for rejection of the Proposal.

The board or governing body shall award the contract to the lowest responsible base bid or any combination of the base bid and additive alternatives, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract. The OWNER reserves the right to reject any and all bids and to waive any and all technical defects in the execution and submission of any bid.

The undersigned agrees that if awarded the contract, it will commence work not later than the date set by the ENGINEER in the Notice(s) to Proceed and that it will complete the work within the time specified and in accordance with the Specifications. It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, unless otherwise specified.

It is understood that the quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating Proposals.

The Bidder shall complete all line items and total amount of Bid. Failure to submit prices for each item shall be cause for rejection of Bid.

	BASE BID SCHEDULE					
ITEM NO.	SPEC. NO.	DESCRIPTION & UNIT PRICE IN WORDS	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	C-105	MOBILIZATION @ (Write Unit Price In Words)	1	LS		
2	C-102	TEMPORARY SILT FENCE @ (Write Unit Price In Words)	14,200	LF		
3	C-102	TEMPORARY CONSTRUCTION ENTRANCE @ (Write Unit Price In Words)	1 	EA		
4	C-102	TEMPORARY SEEDING (MULCHED) @ (Write Unit Price In Words)	41	AC		
5	C-102	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY @ (Write Unit Price In Words)	2	EA		
6	C-102	TEMPORARY ROCK OVERFLOW OUTLET @ (Write Unit Price In Words)	26	EA		
7	C-102	TEMPORARY DIVERSION DITCH @ (Write Unit Price In Words)	2,000	LF		
8	C-102	RIP RAP, CLASS B EROSION CONTROL STONE @ (Write Unit Price In Words)	15	CY		
9	P-151	HAND CLEARING (NO GRUBBING) @ (Write Unit Price In Words)	3	AC		

10	P-151	CLEARING AND GRUBBING @ (Write Unit Price In Words)	41	AC		
11	T-901	SEEDING (MULCHED) @ (Write Unit Price In Words)	41	AC		
			BASE E	BID TOTAL:		

	ALTERNATE BID SCHEDULE					
ITEM NO.	SPEC. NO.	DESCRIPTION & UNIT PRICE IN WORDS	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	C-105	MOBILIZATION @ (Write Unit Price In Words)	1	LS		
2	C-102	TEMPORARY SILT FENCE @ (Write Unit Price In Words)	17,300	LF		
3	C-102	TEMPORARY CONSTRUCTION ENTRANCE @ (Write Unit Price In Words)	1	EA		
4	C-102	TEMPORARY SEEDING (MULCHED) @ (Write Unit Price In Words)	44	AC		
5	C-102	TEMPORARY SEDIMENT BASIN WITH SKIMMER ASSEMBLY @ (Write Unit Price In Words)	2	EA		
6	C-102	TEMPORARY ROCK OVERFLOW OUTLET @ (Write Unit Price In Words)	29	EA		
7	C-102	TEMPORARY DIVERSION DITCH @ (Write Unit Price In Words)	2000	LF		
8	C-102	RIP RAP, CLASS B EROSION CONTROL STONE @ (Write Unit Price In Words)	15	CY		
9	P-151	HAND CLEARING (NO GRUBBING) @ (Write Unit Price In Words)	3	AC		



10	P-151	CLEARING AND GRUBBING ((Write Unit Price In Words)	44	AC	
11	T-901	SEEDING (MULCHED) @ (Write Unit Price In Words)	44	AC	

ALTERNATE BID TOTAL:

CONTRACT TIME

BASE BID TOTAL CONTRACT TIME:			60 CALE	NDA	R DAYS	
ALTERNATE BID TOTAL CONTRACT TIM		ME: 75 CALENDAR DAY				
CONTRACT TIME LIQUIDATED DAMAGE		: \$1,20	00.00 PER CALI	END	AR DAY	
Enclosed is security in the a	mount of five percent (5	5%) of the total base bid	d, consisting of (Cash,	Certified	
Check, or Bid Bond)			payable	to	Rowan	
County.						
Name of Bidder						
BY:						
(Signature)						
(Name and Title of Signing	Official)	(Seal)				
Contractor's License No						
Acknowledgment of Receip	pt of Addendum					
Addendum No	Date	Iı	nitial			
Addendum No	Date	Iı	nitial			
Addendum No	Date	Iı	nitial			
Addendum No.	Date	Iı	nitial			

For Corporation, provide name and post office address for the President, Secretary, and Treasurer.

President	Secretary
Name	Name
Address	Address_
Treasurer	
Name	
Address	
For Partnership, provide name and address for each pa	
Name	Name
Address	Address
Name	Name
Address	Address
For individual, provide name and post office address.	
Name	
Address	

Note: Failure to complete blank spaces may be grounds for rejection of Bid.

PREQUALIFICATION CERTIFICATION

The bidder certifies that he, as well as all subcontractors to be used on this project, is prequalified with the North Carolina Department of Transportation (NCDOT) and is on the current "prequalified bidder's list" published by the NCDOT.

NAME OF BIDDER:	
SIGNATURE:	
NAME:	
TITLE:	
DATE:	

PERFORMANCE OF WORK BY SUBCONTRACTORS

The Bidder hereby states that he proposes, if awarded the Contract, to use the following Subcontractors on this project. List below all proposed Subcontractors and trade specialties. (List only one Subcontractor for each item). The Bidder shall obtain prior written permission of the OWNER should he choose to add or substitute other Subcontractor(s) not shown herein.

<u>Items</u>	<u>Subcontractors</u>
Estimated total cost of items that Bidder s	tates will be performed by Subcontractor:
(\$).

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of the Bid)

The undersigned of lawful age, being first duly sworn on oath, affirms and says:

- 1. The undersigned is the Bidder or the duly authorized agent of the Bidder submitting this competitive bid and as the lawful authority to execute this Affidavit and the attached Bid.
 - For the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached:
- 2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bid; and
- 3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. to any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
 - c. in any discussion between bidders and any City or Trust official, agent or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract.
- 4. The undersigned certifies, if awarded this contract, whether competitively bid or not, neither the Bidder nor anyone subject to Bidder's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City or Trust any money or other thing of value, either directly or indirectly, in procuring this contract.

This Bid will not be considered unless this form has been fully completed and signed and certified by the Bidder.

Name of Individual, Partnership, Limited Liability Company, or Corporation herein called Bidder
Type Name of Authorized Agent
Title of Authorized Agent
(Complete Notary Statement on next page)

NOTARY STATEMENT

STATE OF COUNTY OF Notary Public in and for said County and State, do (Name of Notary Public) (Type Name of Authorized Agent) official who executed the above and foregoing instrument as ______ (Type Name of Authorized Agent) appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of pursuant to authority conferred and for the uses and (Type Name of Bidder) purposes therein set forth. IN WITNESS THEREOF, I have hereunto set my hand and seal the day and year last above written. Name of Notary Public My commission expires: My commission #:

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (\square) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

		Certifications
	1)	The applicant represents that it is (\Box) is not (\Box) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
	2)	The applicant represents that it is (\Box) is not (\Box) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
Date		Signature
	> T	
Compa	ny Na	ame Title

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1. Checking the System for Award Management at website: http://www.sam.gov
- 2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

NAME OF BIDDER:	
IRS NUMBER:	
BY:	
TITLE:	
DATE:	

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (\checkmark) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic product
- 3. To furnish US domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
 - 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature	
Company Name	 Title	

CERTIFICATE OF PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract, less 5% retainage for satisfactory performance of its contract no later than seven (7) calendar days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

NAME OF BIDDER:	
SIGNATURE:	
NAME:	
TITLE:	
DATE:	

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NAME OF BIDDER:	
BY:	
TITLE:	
D . TT	
DATE:	

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list; Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous

NAME OF BIDDER:	
IRS NUMBER:	
BY:	
TITLE:	
DATE:	

certification, the Federal Aviation Administration may direct through the Owner cancellation of the

contract or subcontract for default at no cost to the Owner or the FAA.

PROHIBITION OF SEGREGATED FACILITIES CERTIFICATION

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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DISADVANTAGED BUSINESS ENTERPRISE:

(10-16-07)(Rev. 4-19-16) 102-15(J) SPI G61

Description

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

Definitions

Additional DBE Subcontractors - Any DBE submitted at the time of bid that will <u>not</u> be used to meet the DBE goal. No submittal of a Letter of Intent is required.

Committed DBE Subcontractor - Any DBE submitted at the time of bid that is being used to meet the DBE goal by submission of a Letter of Intent. Or any DBE used as a replacement for a previously committed DBE firm.

Contract Goal Requirement - The approved DBE participation at time of award, but not greater than the advertised contract goal.

DBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).

Disadvantaged Business Enterprise (DBE) - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

Goal Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, committed DBE participation along with a listing of the committed DBE firms.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of

USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

Forms and Websites Referenced in this Provision

DBE Payment Tracking System - On-line system in which the Contractor enters the payments made to DBE subcontractors who have performed work on the project. https://apps.dot.state.nc.us/Vendor/PaymentTracking/

AV-509/AV-510 *DBE/MBE/WBE/HUB Vendor Commitments/Awards/Payments* - Form for reporting the commitments, awards, and payments made to all DBE/MBE/WBE/HUB firms working on the project. This form is for paper bid projects only.

https://connect.ncdot.gov/municipalities/State-Airport-

Aid/Documents/AV509 AV510 DBE CommitPayment.pdf

AV-512 DBE/MBE/WBE Replacement Request Form - Form for replacing a committed DBE. https://connect.ncdot.gov/municipalities/State-Airport-Aid/Documents/AV512 DBE RequestReplacement.pdf

SAF Subcontract Approval Form - Form required for approval to sublet the contract. http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip

JC-1 *Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

 $\frac{http://connect.ncdot.gov/projects/construction/Construction\%20Forms/Joint\%20Check\%20Notification\%20Form.pdf}{}$

Letter of Intent - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the amount listed at the time of bid. See blank Letter of Intent on page DBE-17 of this specification, or go to the following link:

https://connect.ncdot.gov/municipalities/State-Airport-Aid/Documents/AV511_SubContractorLetterofIntent.pdf

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only. See blank forms on page DBE-15 and DBE-16 of this specification, or go to the following link:

 $\frac{http://connect.ncdot.gov/municipalities/Bid\%20Proposals\%20for\%20LGA\%20Content/08\%20D}{BE\%20Subcontractors\%20(Federal).docx}$

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.

http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote %20Comparison%20Example.xls

DBE Goal

The following DBE goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises: 14 %

- (A) If the DBE goal is more than zero, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.
- (B) *If the DBE goal is zero*, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to the Department.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. https://partner.ncdot.gov/VendorDirectory/default.html

The listing of an individual firm in the directory shall not be construed as an endorsemDSent of the firm's capability to perform certain work.

Listing of DBE Subcontractors

At the time of bid, bidders shall submit <u>all</u> DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Paper Bids

- (1) If the DBE goal is more than zero,
 - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of *DBE* participation, including the names and addresses on *Listing of DBE* Subcontractors contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.
 - (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation**. Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Owner will not consider these bids for award and the proposal will be rejected.
 - (c) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the corresponding goal.
- (2) If the DBE goal is zero, entries on the Listing of DBE Subcontractors are not required for the zero goal, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

DBE Prime Contractor

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE prime contractors shall also follow Sections A and B listed under *Listing of DBE Subcontractor* just as a non-DBE bidder would.

Written Documentation - Letter of Intent

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the Engineer no later than 12:00 noon on the eighth calendar day following opening of bids, unless the eighth day falls on an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

Submission of Good Faith Effort

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach the DBE goal.

A hard copy and an electronic copy of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the Engineer the next official state business day. If the contractor cannot send the information electronically, then one complete set and 9 copies of this information shall be received under the same time constraints above.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding

contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, the Department may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.
- (2) The bidders' past performance in meeting the DBE goals.
- (3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the Owner does not award the contract to the apparent lowest responsive bidder, the Owner reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Owner that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

Non-Good Faith Appeal

The State Contractual Services Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the State Contractual Services Engineer or at DBE@ncdot.gov. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

(B) Joint Checks

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does <u>not</u> count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(E) Suppliers

A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a DBE regular dealer and 100 percent of such expenditures from a DBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function:

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

DBE Replacement

When a Contractor has relied on a commitment to a DBE firm (or an approved substitute DBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the

DBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate. A DBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination. The prime contractor must give the DBE firm five (5) calendar days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

All requests for replacement of a committed DBE firm shall be submitted to the Engineer for approval on Form AV-512 (DBE/MBE/WBE Replacement Request). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

When a committed DBE is terminated for good cause as stated above, an additional DBE that was submitted at the time of bid may be used to fulfill the DBE commitment. A good faith effort will only be required for removing a committed DBE if there were no additional DBEs submitted at the time of bid to cover the same amount of work as the DBE that was terminated.

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
 - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why DBE quotes were not accepted.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed DBE is decertified by the Department after the SAF (Subcontract Approval Form) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for

use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

Reporting Disadvantaged Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for work on future DOT projects until the required information is submitted.

Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments.

(A) Paper Bids Reporting

The Contractor shall report the accounting of payments on the AV-509/AV-510 (DBE/MBE/WBE/HUB Vendor Commitments/Awards/Payments) with each pay request. A pay request will not be processed for payment until the completed and accepted forms are received by the Engineer.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the 2012 Standard Specifications may be cause to disqualify the Contractor.

LISTING OF DBE SUBCONTRACTORS Sheet of							
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item			
Name							
Address							
Address							
Name							
Address							
N							
Name							
Address							
Name							
Address							
Name							
Address							
Name							
Address							
	<u> </u>						
* The Dollar Volume shown in this column		Oollar Volume of DBE S	Subcontractor	\$			
be the Actual Price Agreed Upon by the Pric Contractor and the DBE subcontractor, and	me	centage of Total Contra					
these prices will be used to determine the percentage of the DBE participation in the							

^{**} Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price: If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent. If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

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LETTER OF INTENT TO PE	ERFORM AS A SUBCONTRACTOR	
CONTRACT:	NAME OF BIDDER:	
The undersigned intends to perform work in connand subsequent award of contract by the Board of	ection with the above contract upon execution of the bid Transportation as:	
Name of MBE/WBE/DBE Subcontractor		
Address		
City	StateZip	
Please che	ck all that apply:	
Minority Business	s Enterprise (MBE)	
Women Business	Enterprise (WBE)	
Disadvantaged Busin	ness Enterprise (DBE)	
Department of Transportation. The above named listed on the attached MBE/WBE/DBE Committed upon execution of the bid and subsequent award named subcontractor is prepared to perform the	med subcontractor is certified by the North Carolina subcontractor is prepared to perform the described work nent Items sheet, in connection with the above contract of contract by the Board of Transportation. The above described work at the estimated Commitment Total for E/DBE Commitment Items sheet and amount indicated	
Commitment Total based on estimated Unit Pri- Commitment Items sheet. Amount \$	ces and Quantities on the "attached" MBE/WBE/DBE	
Unit Prices and Quantities. This commitment total will vary up or down as the project is completed. work performed and accepted during the pursual entire dollar amount quoted based on these estimates.	cually accepts the Commitment Total estimated for the all is based on estimated quantities only and most likely. Final compensation will be based on actual quantities of ince of work. The above listed amount represents the nated quantities. No conversations, verbal agreements, shall serve to add, delete, or modify the terms as stated.	
This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.		
Affirmation		
The above named MBE/ WBE/ DBE subcontract contract for the estimated dollar value as stated above.	actor affirms that it will perform the portion(s) of the pove.	
Name of MBE/WBE/DBE Subcontractor	Name of Bidder	
Signature / Title	Signature / Title	
Date	Date	
(AV-511) (02/16)		

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DRUG-FREE WORKPLACE

The contractor shall provide a drug-free workplace during the performance of this contract.

This obligation is met by:

- **A.** notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- **B.** establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the contractor's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- C. notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in (a) above, and (ii) notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- **D.** notifying Rowan County within ten (10) days after receiving from an employee a notice of criminal drug statute conviction or after otherwise receiving actual notice of such conviction;
- **E.** imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- **F.** making a good faith effort to continue to maintain a drug-free workplace for employees; and
- G. requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions of (a) (f).

If the proposed contractor is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Failure to comply with the above drug-free workplace during the performance of the contract shall be grounds for suspension, termination or debarment.

END OF DFW

Drug Free Workplace DFW-1

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DFW-2 Drug Free Workplace



PROJECT SPECIAL PROVISIONS

PSP-1 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall take no advantage of any apparent error or omission in the Bidding or Contract Documents. In the event the Bidders discover such an error or omission, they shall immediately notify the OWNER. The OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents.

Bidders shall promptly notify the OWNER in writing of any concerns or problems they discover upon examination of the Site and local conditions.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request for clarification and forward the same to the appropriate address below. Spoken questions will not be answered; only written questions will be answered. Any interpretation, correction or change of the Bidding Documents will be made only by Addenda. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

The deadline for submitting written requests for clarification shall be close of business on Wednesday, November 10, 2021.

Address questions to:

Andy Shook, P.E. Talbert, Bright & Ellington, Inc. 3525 Whitehall Park Drive Suite 210 Charlotte, NC 28273

Fax: (704) 426-6080 ashook@tbeclt.com

PSP-2 PRE-BID CONFERENCE

A Pre-Bid Conference will be held for this project at 10:00 A.M. (local time) on Tuesday, November 2, 2021, in the Conference Room of the Mid-Carolina Regional Airport, Salisbury, North Carolina. It is strongly recommended that all possible bidders have a qualified representative at this Pre-Bid Conference.

PSP-3 GENERAL REQUIREMENTS - SCHEDULE OF WORK

It is the intent of the OWNER and these specifications that the Mid-Carolina Regional Airport be impacted to a minimum during the work accomplished under this project. For this reason, the Contractor will be required to submit for approval a detailed Schedule of Work to the ENGINEER five (5) days prior to the Preconstruction Conference for each schedule(s) of work. After the ENGINEER approves the progress schedule, the Contractor will be required to follow the approved schedule of work unless deviations therefrom are approved by the ENGINEER.

The Contractor's attention is directed to the following requirements in developing his Schedule of Work:

- 1. The purpose of the Schedule of Work is to assure a safe area of operation for the Contractor and Airport traffic, maintenance of traffic on the taxiways and runways adjacent to the construction areas, and performance of the construction in an acceptable manner and time frame.
- 2. The Contractor shall make his own estimate of the difficulties involved in arranging the work to comply with the above requirements and shall not claim any added compensation by reason of delay or increased cost due to these requirements.
- 3. The schedule shall include, but is not limited to, approximate dates and exact time intervals for performing each work task, sub-schedules for shop drawing submittals, review times, procurement schedules, and delivery dates.

PSP-4 CONTRACT TIME AND LIQUIDATED DAMAGES

Contract Time: The work as described by the contract specifications and as shown on the plans shall be completed and ready for use by the Owner within the following number of days after the date of Notice-to-Proceed. The time schedule for completion of this project is critical and liquidated damages as prescribed in the Contract will be enforced.

Base Bid Project Contract Time – Sixty (60) consecutive calendar days Alternate Bid Project Contract Time – Seventy-Five (75) consecutive calendar days

Liquidated Damages: Owner and Contractor recognize that time is of the essence and that Owner will suffer financial loss if the work is not substantially complete in accordance with the time(s) specified herein. They also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amounts stipulated herein below.

Contractor further understands and hereby expressly agrees that in addition to liquidated damages specified herein below, to pay the Owner the actual costs to Owner for any inspector or inspectors necessarily employed by Owner on the work and the actual costs to Owner for the Engineer's observation of construction and project representative services including all travel and subsistence expenses after the date specified for Project completion until the work is completed and ready for final payment. Further, the Contractor agrees that the sums to be paid the Owner may be deducted from the sum due the Contractor for work performed as provided in Section 90 of the General Provisions.

One Thousand Two Hundred Dollars (\$1,200.00) per consecutive calendar day

The Contractor shall complete all punch list items determined by the Owner and the Engineer within fourteen (14) consecutive calendar days from the date of the Final Inspection, unless otherwise agreed in writing. Failure to do so will result in liquidated damages of one thousand six hundred dollars (\$1,600.00) per day beyond the fourteen (14) day period.

PSP-5 NOTAMS

The OWNER will issue the necessary NOTAMS to reflect hazardous conditions. The Contractor shall work with the ENGINEER and OWNER to schedule NOTAM issuance and Airport Operations Area (AOA)

closures, and shall provide the OWNER and ENGINEER with advance notice of the need to issue or close a NOTAM. It is important that NOTAMS be kept current and reflect the actual conditions with respect to construction situations. Active NOTAMS shall be reviewed periodically and revised to reflect the current conditions.

PSP-6 CONSTRUCTION LAYOUT AND CONTROL

The ENGINEER has furnished control points for horizontal control and bench marks for vertical control as shown on the plans. It shall be the Contractor's responsibility to layout the work from these points and to provide all other measurements to ensure positive horizontal and vertical control of the work. All survey work shall be performed under the supervision of a Registered Land Surveyor or a Registered Professional Engineer, in the State of North Carolina, by a qualified instrument man, rodman, and chainman with instruments and equipment subject to the approval of the ENGINEER.

PSP-7 RECORD DRAWINGS

The Contractor will also be required to maintain a set of as constructed plans on the project at all times, noting any changes, deviations, etc., with the responsibility to furnish the OWNER, at the completion of the project, a set of as constructed plans. These as constructed plans shall be delivered to the ENGINEER prior to final acceptance.

PSP-8 HAUL ROADS

Haul roads to be used under this Contract shall be those designated and approved by the ENGINEER. In general, the Contractor shall confine his equipment and hauling where practical to existing roads on the Airport, as shown in the plans. If existing pavement is damaged by the Contractor's hauling operations, it shall be repaired to its original condition at the Contractor's expense. Haul roads across turfed areas shall be repaired, scarified, seeded, mulched, and fertilized at the Contractor's expense. Metal track vehicles will not be permitted to operate on or across existing pavement without protective matting to prevent marring of the pavement surface. Access roads shall be constructed as required. All costs associated with supplying, constructing, maintaining and restoring temporary haul roads shall be included in the lump sum price bid for "Mobilization."

PSP-9 TEMPORARY CONSTRUCTION ZONE FLAGGING

The Contractor is responsible for supplying, erecting, and maintaining temporary construction zone flagging, fencing, etc. in the areas shown on the plans, as directed by the ENGINEER, or at the Contractors discretion based on the Contractor's company safety plan. This flagging, fencing, etc. shall be continuous and fluorescent and define construction areas outside limits of temporary security fence. All costs associated with supplying, erecting, relocating, and maintaining temporary construction zone flagging, fencing, etc. shall be included in the lump sum bid price for "Mobilization".

PSP-10 SITE CLEANUP

All spillage in active air operation areas shall be cleaned up immediately. The contractor shall have a power broom available on site at all times. During any operation involving work with equipment or hauling on runways or taxiways, Contractor shall also have a vacuum/sweeper truck on site.

The Contractor shall keep all active airfield pavements clear of all debris, stones, etc., during construction. Contractor shall visually inspect active airfield pavement after each crossing by vehicles during hauling operations.

The acceptability of pavement cleanup is at the sole discretion of the Airport. The Contractor shall sweep and vacuum pavement areas until the cleanup is satisfactory to the Airport. The Contractor shall be prepared to assign necessary manpower and equipment to complete cleanup prior to the scheduled re-opening of the active area.

PSP-11 ENGINEER'S FIELD OFFICE

No field office is required for this project.

PSP-12 DUST CONTROL

It is the intent of these specifications that the Contractor will, by watering, chemicals, vegetation, or other means, prevent the occurrence of dust which will be objectionable to the residents of the area or violate existing laws or regulation or cause hazards to air traffic. The Contractor shall immediately implement duct control procedures when requested or as directed by the ENGINEER or OWNER. The contractor shall have at least on operable water distribution truck on site at all times.

PSP-13 TESTING – GENERAL

All testing required by the Contract specifications for acceptance of the work (except as noted in the individual specification sections and as explained below) will be initiated by the ENGINEER with the full cooperation of the Contractor. Testing will be scheduled after the Contractor confirms to the ENGINEER that an area is ready for testing. An independent testing laboratory will be used on the project, which laboratory technicians will be under the direction of the Resident Project Representative. There is no cost to the Contractor for testing under this heading (except as noted in the individual specifications section and as explained below).

The Contractor will be required, at his expense, to furnish proposed job mix formulas for the asphalt pavement, and structural concrete to the ENGINEER for his approval at least thirty (30) days prior to the proposed date for use. The Contractor may utilize another independent testing laboratory or the testing laboratory designated for this project, at his discretion, to develop the job mix formulas. If the testing laboratory designated for this project is not used for the development of the job mix formulas, the Contractor may be requested to submit the necessary materials to the designated laboratory for verification and *will be* required to furnish all required test data, graphs, etc., as required and specified in the item specifications. The cost for the materials and delivery of these items shall be included in the unit costs for the applicable items under this Contract.

The Contractor will also be required to furnish a nuclear density gauge for use on this project during paving. This gauge shall be operated by a trained laboratory technician to provide for continuous monitoring of paving operations and their conformance with the specifications. The cost of furnishing the nuclear density gauge and trained laboratory technician shall be borne by the Contractor. The nuclear gauge is to be used

as an aid in construction operations; the OWNER will not use nuclear gauge test results to determine acceptance and/or rejection of the material.

NOTE: The Contractor will be required to pay for all retests of failing quality control tests taken throughout the project which are performed by the testing laboratory after the ENGINEER has been notified by the Contractor that the item is ready for testing.

Testing to be done during construction is indicated for each bid item in the individual sections.

PSP-14 PROGRESS MEETING

A Progress Meeting will be held throughout the project. The purpose of this meeting will be scheduling and coordination of the work between Contractors, review of the project schedule, and discussion of project issues. The Contractor will be required to have a qualified representative at each of these meetings. The Owner or Engineer reserves the right to schedule additional meetings if deemed necessary.

PSP-15 SHOP DRAWINGS

The Contractor is responsible for the preparation of detailed shop drawings necessary for the fabrication, erection and construction of all parts of the work in conformity with the Contract Documents. Six (6) copies of shop drawings shall be submitted to the ENGINEER in accordance with the procedures herein described. The Contractor may elect to email shop drawings, via PDF format, which would require one copy attached to the email.

"Shop Drawings," wherever referred to, shall be defined as drawings, diagrams, illustrations, schedules, catalog cuts, performance charts, brochures, and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated and/or installed.

Where it is difficult to provide shop drawing transparencies such as for "catalog cuts," "brochures" or "photographs," the Contractor shall submit a minimum of six (6) copies of such "cuts," "brochures" or "photographs." Additional copies shall be supplied when required by the ENGINEER.

All submissions of shop drawings, brochures and catalog cuts shall be accompanied by a transmittal letter listing the drawings submitted by number and title.

Each reproducible shop drawing shall contain title block with the following information provided:

- **A.** Number and title of drawing, including contract number.
- **B.** Date of drawing or revisions.
- **C.** Name of Contractor or subcontractor submitting drawings.
- **D.** Project number.
- **E.** Specification section title and number.

- **F.** Space above the title block for ENGINEER'S stamp.
- **G.** Submission number (whether first, second, third, etc.).

Each shop drawing shall have listed on it all contract references, drawing number, plus shop drawing numbers on related work by other subcontractors, if available.

Non-reproducible shop drawings shall be submitted with a cover sheet containing all of the information required on reproducible shop drawings.

Shop drawings shall be complete in every detail, including a location plan relating the work to space identification and column numbers. Material, gauges, method of fastening, size and spacing of fastenings, connections with other work, cutting, fitting, drilling, and any and all other necessary information as per usual trade practice or as required for any specific purpose must be clearly shown.

The Contractor shall check and approve all shop drawings to make sure that they conform to the drawings, specifications, and other contract requirements, and correct the drawings found to be inaccurate or otherwise in error. The Engineer will not accept any submittal or shop drawing sent directly from a supplier or subcontractor. All submittals and shop drawings shall be transmitted to the Engineer from the Contractor after he has made a thorough review of each one and determined to be ready for review by the Engineer.

The Contractor shall verify all field dimensions and criteria and shall be responsible for the coordination of work by all subcontractors.

Shop drawings, at the time of submission, shall bear the signature of the Contractor's checker, date and stamp of approval for submission to the ENGINEER as evidence that such drawings and/or details have been reviewed, checked and approved by the Contractor. Drawings submitted without such stamp of approval will be returned to the Contractor unapproved and will require resubmission. In such event, it will be deemed that the Contractor has not complied with the requirements of this subsection and shall bear the risks of delays as if no drawings or details had been submitted. Both sepia and prints must bear Contractor's stamp.

The Contractor, by approving and submitting shop drawings, represents that he has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed and coordinated the information in the shop drawings with the requirements of the work and the contract documents.

At the time of submission, the Contractor shall inform the ENGINEER in writing of any deviation in the shop drawings or samples from the requirements of the contract documents.

The ENGINEER will review and approve shop drawings and samples with reasonable promptness so as to minimize delay, but only for conformance with the design concept of the contract and with the information given in the contract documents. The ENGINEER'S approval of a separate item shall not indicate approval of an assembly in which the item functions. The ENGINEER will return the shop drawings transparency/sepia to the Contractor for his use and distribution.

The ENGINEER'S approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the contract documents unless the Contractor has informed the ENGINEER in writing of such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall the ENGINEER'S approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

No materials shall be ordered and no portion of the work requiring shop drawings or sample submission shall be commenced until the submission has been approved by the ENGINEER. All such materials and portions of work shall be in accordance with approved shop drawings and samples.

The Contractor shall, when requested by the ENGINEER in writing, submit additional shop drawings to those required by the technical specifications or special provisions.

Prior to final acceptance of the work, the Contractor shall deliver to the ENGINEER three (3) copies of all approved shop drawings incorporating all notations made on the approved submittal.

The Contractor shall deliver to the ENGINEER three (3) complete sets of all maintenance manuals, parts list, operating instructions and other necessary documents required for all installed materials, equipment, or machinery. Such documents shall be furnished concurrently with the installations of the respective materials, equipment, or machinery. All shop drawings submitted by the Contractor and approved by the ENGINEER become part of the contract documents.

PSP-16 ADDENDA

All Addenda will be available through Richa Graphics' plan room, and be on file in the Airport Manager's office at the Mid-Carolina Regional Airport. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.

PSP-17 SUBSURFACE INVESTIGATION

A subsurface investigation has not been completed for this project. The Contractor shall make his own assumptions and complete his own subsurface investigations, if necessary, to satisfy himself as to the character, quality and quantities of work to be performed.

PSP-18 AWARDING OF CONTRACT

The OWNER shall award the contract or contracts conditioned upon funds being available for construction and other governmental approvals as may be required. The contract will be awarded to the lowest responsible, responsive Bidder of Bidders, as required by North Carolina General Statues. Consideration will be given only to proposals from Contractors who are properly licensed, bonded, experienced in the class of work proposed and who can refer to projects of similar magnitude and character that have been completed by them. The Owner reserves the right to reject any and all bids and to waive any and all technical defects in the execution and submission of any bid. The Owner also reserves the right to reject any and all proposals and to waive informalities and technicalities as it may deem to be in its best interest.

PSP-19 CONTRACT BONDS

Within ten days of notification of award of the contract, the Contractor shall secure and post a Performance Bond and Labor and Material Bond, each in the amount of 100% of the Total Contract Sum. All such bonds shall be issued by a surety acceptable to the Owner. The Owner shall be named as the beneficiary. Cash bonds will not be accepted.

PSP-20 NOTICE TO PROCEED

A Notice to Proceed will be issued to the Contractor upon receipt of the executed Contract, bonds, insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the ENGINEER. Any delay in issuance of the Notice to Proceed due to the Contractor's failure to provide the required documentation and consequently not being allowed to begin work on the project will not be sufficient grounds for an extension of the Contract Period.

PSP-21 MATERIALS AND EQUIPMENT STORAGE

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the project. Such restoration shall be at no additional cost to the Owner.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the Owner responsible in any way for occurrences of same.

PSP-22 EXISTING UTILITIES

The Contractor is responsible for contacting all involved utility owners and advising them of the effect of this project on their respective utility. Construction plans and anticipated construction schedules shall be provided to the utility owners. Each utility owner will be requested to attend the preconstruction conference to discuss potential conflicts and their schedule for relocation where required. All adjustments or relocations will be made by the utility owner unless otherwise indicated in the Contract Documents.

Most major utilities with underground facilities in the State subscribe to North Carolina 811 service. For calls originating in North Carolina, the telephone number is 811. For calls originating outside of North Carolina, the number is (800) 632-4949. The Contractor shall include the cost of any coordination and cooperation of utilities in his bid. No additional compensation shall be allowed for delays or inconveniences sustained by the Contractors due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by a utility's failure to relocate utility at the request of the Contractor.

All existing facilities will be carefully protected by the Contractor. Any facilities damaged by the Contractor will be repaired immediately and restored to original condition. The contractor shall be required to provide a private utility locating firm for all private utility locations. All runway lights, taxiway lights, signs, and concrete surfaces to remain exposed shall be protected from asphalt and paint spray by suitable means. These and any other above-ground facilities shall be cleaned, if asphalt or paint is deposited on them, to the satisfaction of the ENGINEER. It is understood and agreed that the OWNER does not guarantee the

accuracy or the completeness of the location information relating to existing utility services, facilities or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

Should the Contractor damage or interrupt the operations of a utility service or facility outside the project limits by accident or otherwise, he shall immediately notify the proper authority and the ENGINEER and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the ENGINEER continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The Contract Owner reserves the right to deduct such costs form any monies due or which may become due to the Contractor.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes, and the Contractor shall bear all costs of such changes.

PSP-23 CONTRACTOR TO PROVIDE TWO-WAY RADIOS

The General Contractor shall provide a minimum of four (4) two-way radios (one for the Contractor's superintendent, one (1) for the ENGINEER, and one (1) for the OWNER'S testing laboratory) and one (1) spare for the duration of the project.

All radios, including chargers, adapters, etc., should be purchased new and shall become the property of the Contractor at the completion of the project. The aeronautical radios shall include rechargeable NICAD battery, antennas, and drop in charger.

The Contractor will be responsible for all required maintenance during project. If a radio will be out of service for a period of 48 hours or more, a substitute shall be provided.

PSP-24 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

The bidder is expected to carefully examine the site of the proposed work, the proposal, plan, specifications, and Contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed Contract. The Contractor shall bid this project in its entirety. The cost for all elements described within the plans and specifications shall be included in the contract bid proposal at the time of bid opening. The intent of the contract is to provide for construction and completion, in every detail, of the work described within these plans and specifications. The list of quantities does not list incidental items of work. The Contractor shall determine what line items incidentals are bid. Questions regarding incidentals or items of work not specifically called out in the list of quantities shall be addressed to the Engineer prior to submission of bid. The submission of a bid shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract, plans, and specifications. Site visits can be arranged by contacting the Mid-Carolina Regional Airport at (704) 216-7749.

PSP-25 EROSION AND SEDIMENTATION CONTROL MEASURES

The Contractor shall install and maintain all erosion and sedimentation control measures and devices necessary to comply with the Erosion and Sedimentation Control Plan and applicable local and state ordinances and laws. All erosion and sedimentation control measures and devices shall be installed prior to beginning clearing or grading operations. Such devices shall be maintained in proper working condition from installation throughout the duration of the project.

The Contractor shall indemnify and hold harmless the Owner for any penalties imposed against the Owner by any local or state agency for the Contractor's failure to install and properly maintain erosion and sedimentation control devices. The Contractor shall immediately correct any deficiencies in erosion and sedimentation measures identified by the Owner or local or state agency. If the Contractor fails to correct the deficiencies within 24 hours after notification, the Owner will have such corrections performed and assess the cost of these corrections plus a 100% surcharge against the Contractor.

The costs for installing, maintaining for the duration of the project, and removing erosion and sedimentation devices shall be included in the respective items of work provided in the Contract.

PSP-26 HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL

When the Contractor's operations encounter or expose any abnormal condition that may indicate the presence of a hazardous, contaminated, and/or toxic material, such operations shall be discontinued in the vicinity of the abnormal condition and the Owner shall be notified immediately. Upon notification by the Contractor, the Owner will investigate the work, and if hazardous, contaminated, and/or toxic materials are found, suspend the work in accordance with Section 80-07. The presence of barrels; old or abandoned underground storage tanks, and discolored earth, metal, wood, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or anything else that appears abnormal may be indicators of hazardous, contaminated, and/or toxic materials and shall be treated with extraordinary caution as they are evidence of abnormal conditions. The Contractor's operations shall not resume until so directed by the Engineer.

PSP-27 OSHA REQUIREMENTS

The Contractor shall comply with OSHA 1926, regulations applicable to the work.

PSP-28 ADJUSTMENT OF CONTRACT TIME

Contract time for this project may be adjusted only by change order, when requested by the Contractor in writing and approved by the ENGINEER and OWNER, for reasons outside of the Contractor's control, as follows:

- 1. Strikes, lockouts, or other labor actions which delay delivery of critical materials or performance of critical segments of work.
- 2. Natural disasters affecting the project site.
- 3. Excessive rainfall during an entire calendar month, defined as total monthly rainfall in excess of the normal rainfall for that calendar month as determined by NOAA and total number of days with

more than 0.1" of rainfall in excess of the normal number of such days for that calendar month. Standard Baseline established for this Contract is as follows:

- 4. Extreme low temperatures, defined as the average daily temperatures falling below the normal average daily temperature for that date and below the minimum allowable temperature specified for a critical component of the work, for 15 days or more in a calendar month. Average daily temperature and normal average daily temperature values shall be as reported by the National Weather Services, the Southeast Regional Climate Center, or other reliable source provided by the Contractor and acceptable to the ENGINEER.
- 5. Suspension of the work as ordered by the ENGINEER or OWNER.
- 6. Delays in critical work by others.
- 7. Significant additions to the scope of work.

The Contractor shall bear the burden of proof that a delay has been caused by factors outside his control, shall clearly demonstrate how the delay impacts the critical path of the work as shown on his work schedule as last revised, and shall demonstrate that he has made reasonable and prudent efforts to overcome the impact of the delay on the critical path.

Refer also to Section 80 of the General Conditions

PSP-29 INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain insurance in the amounts and coverage listed in Appendix A of the contract documents. The Contractor shall at the time of execution of the contract, file with the Owner, the Certificate of Insurance showing proof of coverage as required by this contract. All Certificates supplied in accordance with this provision shall contain a cancellation clause that in the event of a material change or cancellation, thirty (30) days prior written notice shall be given to the Owner. A statement shall appear on the Certificate of Insurance and shall read: "Rowan County is to be added as an additional insured as evidence by an endorsement attached to this certificate."

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party

indemnified hereunder. In any and all claims against the Owner (or the ENGINEER) or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefits acts. The insurance required by this provision shall be acquired by the Contractor for not less than the limits specified in the specifications.

The Contractor is advised that if any part of the work under the Contract is sublet, he should require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the project, including any that are sublet.

When certain work is to be performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

PSP-30 MATERIAL AND EQUIPMENT

Material, Equipment, and Products Incorporated into the Work shall conform to applicable specifications and standards; shall comply with size, make, type and quality specified, or as specifically approved in writing by the Engineer; and shall not be used for any purpose other than that for which it is designed or is specified.

Manufactured and Fabricated Products shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gages, to be interchangeable. Products shall be suitable for service conditions. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved by Engineer in writing.

Related Requirements in Other Parts of the Project Manual: Conditions of the Contract.

Standardization: Unless otherwise approved by the Engineer, items and equipment of a similar type and function shall be furnished by one manufacturer to standardize on replacement parts, service calls, operation and maintenance matters, and to avoid a division of responsibility among several manufacturers.

A single supplier shall be used on principal items of equipment and systems where one or more components are not manufactured by the principal supplier; this is required to place performance and service responsibilities for the entire unit or system with only one supplier or manufacturer.

Contractor shall submit a complete list of products to be incorporated into the work (with the name of the installing contractor) at the Preconstruction Conference required by these specifications.

For products specified only by reference standard, select any product meeting that standard.

For products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications.

Airport lighting equipment covered by FAA specifications require certification under the Airport Lighting Equipment Certification Program described in Advisory Circular 150/5345-53B, latest edition. Select equipment from the Certified Airport Lighting Equipment list appended to the Advisory Circular. An updated list is published biannually.

For product substitutions the Contractor shall submit, at the Preconstruction Conference, all requests for product substitutions. No requests for substitutions will be accepted from manufacturers or suppliers.

Submit a separate written request for each product, supported with complete data, with drawings and samples as appropriate, including:

- 1. Comparison of the qualities of the proposed substitution with that specified.
- 2. Changes required in other elements of the work because of the substitution.
- 3. Effect on the construction schedule.
- 4. Cost data comparing the proposed substitution with the product specified.
- 5. Any required license fees or royalties.
- 6. Availability of maintenance service, and source of replacement materials.

Engineer shall be the judge of the equality and acceptability of the proposed substitution. If Engineer determines the proposed substitute product is not "equal" to the specified product, the Contractor must provide the specified product, subject to Engineer's shop drawing review and approval.

No further requests for substitutions will be considered after Preconstruction Conference.

PSP-31 PRECONSTRUCTION CONFERENCE

A pre-construction conference will be scheduled as soon as practicable after the award of the Contract. The Contractor will be expected to attend the conference along with any anticipated major subcontractors and major material suppliers, a proposed progress schedule in a form satisfactory to the ENGINEER and a statement of the anticipated monthly progress payments showing the percent of progress each month. The Contractor shall also provide at least two (2) telephone numbers which may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the ENGINEER.

The Contractor is also required to have the prospective job superintendent attend the preconstruction conference.

PSP-32 CONTRACTOR REQUIRED INFORMATION

The Contractor is required to submit a resume for any and all superintendents to be over the project throughout the duration of the project. The resumes shall be submitted to the Engineer and Airport at the preconstruction meeting.

At any time a new superintendent is used for the project which a resume was not submitted, a resume shall be submitted to the Engineer and Airport prior to his/her work on the project.

A list of all employees and subcontractors to work on the project site shall be submitted to the Engineer and Airport. The list should include all subcontractors working directly or indirectly for the prime Contractor and the amount each subcontractor is being paid. This list shall be provided to the Engineer and Airport at the preconstruction conference. The Contractor shall maintain a list of all employees and subcontractors working on the project for the duration of the project.

At any time a new employee or subcontractor is used for the project, an updated list shall be submitted to the Engineer and Airport prior to that employee or subcontractors working starting on Airport property.

PSP-33 CONTRACTOR COMMUNICATION - CONSTRUCTION OBSERVATION OF WORK

The Contractor shall be responsible for the duration of the project to maintain communication with the Engineer and Resident Project Representative on construction work activities for this project. During single-day or multiple-day periods, when the Contractor determines work will not occur for any reason other than forecasted precipitation, he/she shall notify the Engineer and Resident Project Representative in writing a minimum of twenty-four (24) hours in advance of no work occurring. Failure on the part of the Contractor to provide such minimum advance notice will be grounds for assessment of additional liquidated damages by the Owner as follows.

An amount of \$1,500.00 per calendar day shall be deducted from any money due the Contractor for each calendar day of advance notification failure described above, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the surety, or from both. The amount of these deductions is to liquidate damages incurred by the Owner for additional Construction Observation services caused by the Contractor, and such deductions are not to be considered as penalties. These deductions are in addition to any other liquidated damages that may be assessed by the Owner provided for elsewhere in the Contract.

PSP-34 QUANTITY TICKETS

Quantity tickets for items not measurable in place shall be submitted to the Resident Project Representative within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, quantity of material, truck number, and signature of the contractor or his authorized representative. No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and submittal of tickets to the Resident Project Representative.

PSP-35 GUARANTEE

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Owner and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the Owner. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the warranty provisions shall have an extended warranty period of twelve (12) months for repair of the item.

PSP-36 PROJECT CLOSEOUT DOCUMENTS

The Contractor shall provide the following documents with the final payment request, and any additional documents required by the FAA or NCDOT-DOA:

- 1. Notarized Consent of Surety to Final Payment (See Appendix "B")
- 2. Contractor's Affidavit of Payment of Debts and Claims (See Appendix "B")
- 3. Contractor's Affidavit Of Release (Waiver) Of Liens (See Appendix "B")
- 4. Sub-Contractor's Affidavit Of Release (Waiver) Of Liens
- **5.** North Carolina and County Sales or Use Tax Statements and Certifications (See Appendix "C")
- **6.** Contractor Final Statement Letter
- 7. Contractor Warranty Statement
- **8.** Project Record Drawings
- 9. Total Payment Amounts Made to All Certified DBE Vendors as Required by "Disadvantaged Business Enterprise Policy (POC and Municipalities)" section of the Specifications.
- 10. Any remaining reports required by the NPDES General Stormwater Permit NCGO1000 (Construction Activities) between the last partial payment request and the final payment request.

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

PSP-37 GROUND COVER REQUIREMENTS

All disturbed areas on this project shall be provided temporary or permanent stabilization with ground cover as soon as practicable but in any event within fourteen (14) calendar days from the last land-disturbing activity.

All perimeter swales, ditches, perimeter slopes and all slopes steeper than 3' horizontal to 1' vertical (3:1), shall be provided temporary or permanent stabilization as soon as practicable but in any event within seven (7) calendar days from the last land-disturbing activity.

PSP-38 NPDES GENERAL CONSTRUCTION PERMIT REQUIREMENTS

The Contractor will be provided a copy of the NPDES General Stormwater Permit NCGO1000 (Construction Activities) prior to starting construction activities on the project. The Contractor, including supervisor and personnel responsible for completing paperwork, shall attend a training session at the Airport. The Contractor shall be required to comply with all applicable requirements of the Permit, and maintain all required paperwork for review by the OWNER and the North Carolina Department of Natural Resources upon request, including but not limited to the form "STORMWATER INSPECTIONS FOR GENERAL PERMIT NCG010000 – LAND DISTURBING ACTIVITIES". The Contractor shall provide and maintain a rain gauge onsite for the duration of the project. These requirements shall remain in full force and effect until the North Carolina Department of Natural Resources releases the site and formally closes the sediment and erosion control permit in writing for this project.

PSP-39 WINTER WEATHER SHUTDOWN

In the event inclement winter weather causes the Contractor's progress to become unsatisfactory in the opinion of the Engineer and Owner, the Owner maintains the right to issue one or more temporary winter weather shut downs until weather conditions improve over a significant enough time period to allow satisfactory progress to be made by the Contractor.

If the Owner issues a temporary winter weather shut down, the Contractor shall re-open any temporarily closed airfield areas, shall provide any temporary measures to ensure safe movement and operation on the airfield by aircraft, and shall then cease any further work after being notified in writing of the shut down. The contract time will be stopped by the Owner during the temporary winter weather shut down, and will not re-start until the temporary winter weather shut down is terminated by the Owner in writing and the Contractor resumes work.

The Contractor will not be paid separately for any de-mobilization, re-mobilization or idle equipment/personnel costs as a result of the temporary winter weather shut down. The Contractor shall also be responsible for all required maintenance of sediment and erosion control measures during the temporary winter weather shut down at no additional cost to the Owner. All such costs and other incidentals incurred by the Contractor during the temporary winter weather shut down shall be incidental to the Contract and shall be included in the Contractor's bid proposal.

END OF PROJECT SPECIAL PROVISIONS



SAFETY AND SECURITY REQUIREMENTS

SAFETY REQUIREMENTS

GENERAL

The Contractor shall familiarize themselves with AC 150/5370-2G "Operational Safety on Airport During Construction. This AC sets forth guidelines for operation safety on airports during construction. This AC can be found at: http://www.faa.gov/documentLibrary/media/Advisory Circular/150-5370-2G.pdf.

CONSTRUCTION ACTIVITY AND AIRCRAFT MOVEMENTS:

During the time that the Contractor is performing the work under this contract, the existing terminal ramps, taxiways, and runways at the airport will remain in use by aircraft, except as provided herein. To the extent feasible and convenient, in the opinion of the Owner's Engineer and to the extent permitted by the Federal Aviation Administration, the use by aircraft of runways and taxiways adjacent to areas where the Contractor is working will be so scheduled as to reduce disturbance to the Contractor's operations. Aircraft operations, unless otherwise specified in the contract specifications, shall always have priority over any and all of the Contractor's operations, and the Contractor shall not allow his employees, subcontractors, material men, and suppliers, or any other persons over whom he has control to enter or remain upon or allow any plant or materials to be brought on or to remain upon any part of the airport which, in the opinion of the Engineer, would be a hazardous location. Should ramps, runways, or taxiways be required for use by aircraft, and should the Engineer deem the Contractor to be too close to the portion used by aircraft for safety, he may, at his sole discretion, order the Contractor to suspend his operations; remove his personnel, plant, equipment, and materials to a safe distance; and stand by until the runway and taxiways are no longer required for use by aircraft.

The Contractor shall not allow his/her employees, subcontractors, material suppliers, or any other persons under the Contractor's control to cross any active runway, by foot or in a vehicle, without permission of the Owner or Engineer. The Contractor will be subject to a fine of up to \$10,000 for any unauthorized crossing of an active runway by any such person under the Contractor's control.

CONSTRUCTION ACTIVITY IN THE VICINITY OF NAVIGATIONAL AIDS

Construction activity in the vicinity of the FAA navigational aids (i.e., ILS, VOR) requires special consideration. Prospective bidders shall be alerted to this fact by the incorporating language requiring close coordination with the local Airway Facilities Sector as a condition of bid.

ADDITIONAL SAFETY REQUIREMENTS

The Contractor will adhere to the following requirements when working in close proximity to aircraft:

- A. The Contractor shall brief each equipment and vehicle operator to thoroughly acquaint him with the absolute necessity of exercising discretion and proper judgment while in the vicinity to aircraft operations.
- B. Assist the Engineer and the Owner in monitoring the conduct of each operator. All of the Contractor's employees and subcontractors shall be easily identifiable, and shall clothing as required by OSHA. All of the Contractor's employees and subcontractors shall wear shirts at all times.

- C. Require all operators to maintain a safe and reasonable speed and to utilize equipment strictly in accordance with prevailing weather conditions.
- D. At the direction of the Engineer, dismiss from the project any person operating unauthorized vehicles or equipment in an unauthorized area, or operating vehicles or equipment in a reckless and unreasonable manner.
- E. Shall not allow trash or debris to accumulate in his work or operations area. Extreme caution will be taken to keep all trash and debris from taxiways, runways, and ramp areas.
- F. Shall not allow his vehicles or equipment to be operated within 65.5 feet of the centerline of an active taxiway or within 250 feet of the centerline of an active runway, unless they are using a designated haul route or have the express consent of the Engineer.
- G. Immediately cease and remove his operations from any operations or work area at any time he is instructed to do so by the Engineer, or by the Airport Manager. The Contractor will not allow his operations to return to the area until he has received permission to do so by the Engineer.
- H. Shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for the protection of the work and the safety of the public for both land and air traffic. Obstructions shall be illuminated as required by the Engineer.

MARKING OF REQUIRED CLEARANCES

The Contractor will establish a system of visual aids for marking and delineating the limits of required clearances adjacent to active runways, taxiways, and NAVAIDS during the process of construction under this contract. The system shall be easily distinguishable during both day and night time work. A detailed plan of materials and procedures the Contractor proposes to use will be submitted to the Engineer for approval prior to the start of any work under this contract. Any deviations from the plan must be requested and approved by the Engineer. The Engineer may request changes to the established plan whenever it is necessary for the protection of airport operations. The approved system of marking and delineation shall be installed, maintained, and protected at all times by the Contractor.

SECURITY REQUIREMENTS

CONSTRUCTION SECURITY REQUIREMENTS

- A. The Contractor shall mark each of his vehicles and his/her subcontractor's vehicles and pieces of equipment with a company name or logo on the sides of the vehicles and equipment. (For the purpose of this specification, a vehicle shall be defined as any device, including cars, trucks, buses, or other conveyances, which is required to carry a state license tag. All other devices which are primarily used in construction activities will be classified as equipment).
- B. <u>All</u> vehicles and equipment shall be marked as required by section "4. Vehicle Marking" of FAA Advisory Circular 150/5210-5 (current edition) while being operated in the Aircraft Operations Area (AOA).
- C. <u>All</u> vehicles and equipment shall be lighted as required by section "5. Vehicle Lighting" of FAA Advisory Circular 150/5210-5 (current edition) while being operated in the Aircraft Operations Area (AOA).

GENERAL CONSTRUCTION REQUIREMENTS

PROTECTION OF CABLES, CONTROLS, NAVAIDS, AND WEATHER BUREAU FACILITIES

- A. The Contractor is hereby informed that there are installed on the airport, FAA NAVAIDS, U.S. Weather Bureau facilities, and other electric power cables serving other facilities. Such NAVAIDS, Weather Bureau, and other facilities and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time, which approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason as determined by the Engineers acting under the orders and instructions of the Owner and/or the designated FAA representative. Any instructions to this Contractor to clear any given area, at any time, by the Engineer or, the Owner, shall be immediately executed. Construction work will be recommended in the cleared areas only when additional instructions are issued by the proper authorities.
- B. Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau, and other facilities will be marked in the field by the OWNER for the information of the Contractor, before any work in their general vicinity is started. Thereafter, through the entire time of this construction, the cables shall be protected from any possible damage, including crossing with unauthorized equipment, etc. All known facilities and buried cables, and the approximate location thereof in the construction area, are shown on the plans.
- C. These special provisions intend to make perfectly clear the need for protection of FAA NAVAIDS, Weather Bureau, and other facilities and cables by this Contractor at all times.
- D. The Contractor shall immediately repair, with identical material by skilled workmen, any underground cables serving FAA NAVAIDS, Weather Bureau, and other airport facilities which are damaged by his workmen, equipment, or work. Prior approval of the FAA must be obtained for the materials, workmen, time of day or night, and method of repairs for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS, Weather Bureau facilities, or other cables and controls serving such NAVAIDS and facilities damaged by the Contractor. Prior approval of the Engineer or of the representative designated by the Owner must be obtained for the materials, workmen, time of day or night, and method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cables damaged by this Contractor.
- E. It is recognized that the Owner will incur costs for employees' salaries, engineering fees, and otherwise in connection with the damage, inspection, and repair of any such damage caused by the Contractor; and, consequently, the Owner may incur loss of income by reason of the diversion of aircraft traffic from the airport resulting from interruption of the use of airport facilities, and that such expenses and loss of income are not measurable now and may not be reasonably ascertainable at the time of any incident caused by this Contractor. The Owner and the Contractor hereby agree to the assessment of liquidated damages in lieu of such expenses or other damages incurred by the Owner. In addition to the obligation of this Contractor to immediately repair any cables or facilities damaged by the Contractor, as set forth above, for each incident where cables are located within five feet of the position defined on the ground and are cut or damaged and the facility served by cables which are cut or damaged is not able to perform its required function, resulting in the diversion of aircraft or the interruption of the normal flow of air traffic and aircraft operations on the airport, the sum of \$2,000.00 shall be deducted from any money due the Contractor, or if no

money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the surety, or from both if concurrence is received by the FAA. The amount of these deductions is to cover liquidated damages to the Owner incurred by additional and other expenses and damages arising from the incident or incidents caused by the Contractor, and such deductions are not to be considered as penalties.

PROTECTION OF UTILITIES

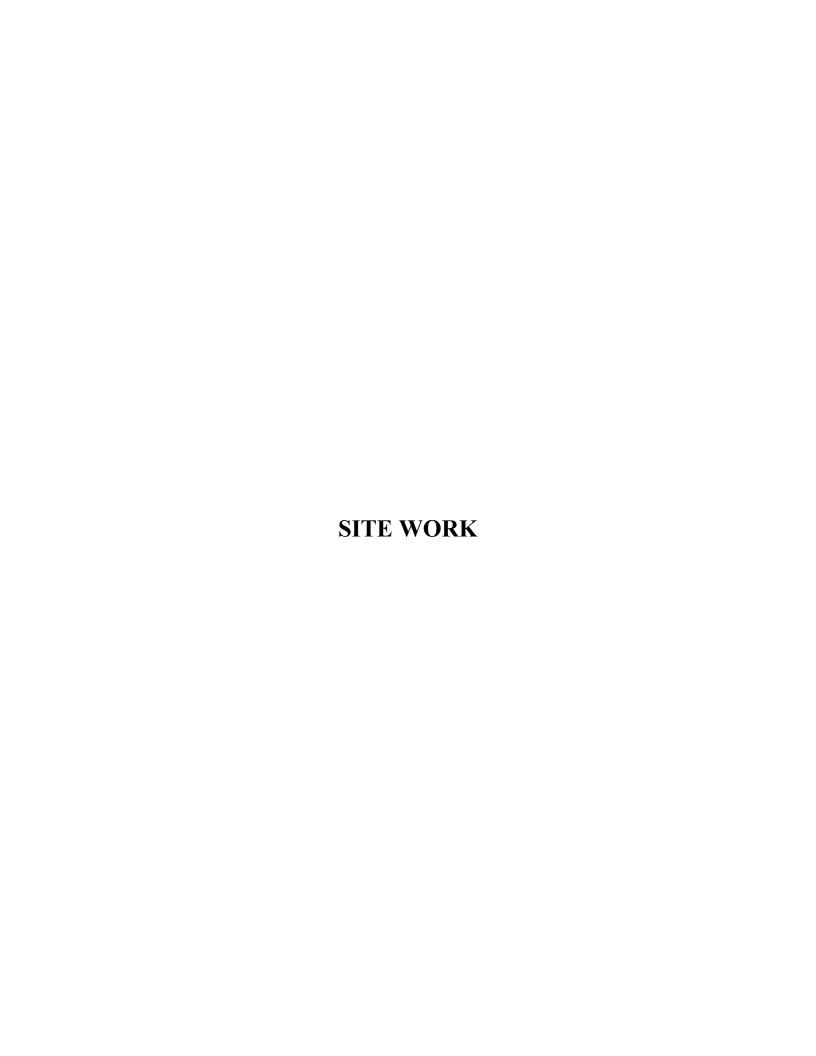
- A. The Contractor shall be responsible for the safety, protection, maintenance, and final restoration to all surface and subsurface utilities (together with all parts and appurtenances thereof). Utilities, as referred to in this section, shall be understood to mean public utilities and other privately-owned utilities.
- B. The Contractor shall not proceed with his work until he has made diligent inquiry at the offices of the utility companies or other owners involved, of the nature and scope of the project, and of his operations that may affect their facilities. The Contractor shall notify the Engineer of his operations affecting utilities at the same time the utility companies are notified.
- C. Before the Contractor begins any work or operations in the vicinity or subsurface structures, he shall carefully locate such structures and conduct his operations so as to avoid any damage to them.
- D. The Contractor shall permit the owners of utilities, and personnel engaged by them, access to the site of the work at all times in order to protect or relocate their facilities, and he shall cooperate with them in performing this work.
- E. The Contractor shall maintain, at no expense to the Owner, all access roads in a condition suitable for use by the Owner's normal equipment.
- F. The Contractor shall be responsible for the continuity of service of all overhead, surface, and subsurface utilities affected by his operations, and shall maintain them in a safe and satisfactory operating condition. The Engineer shall be notified at the time of all contracts with any utility company or other owner to ensure proper coordination between Contractor, Engineer, and utility company.
- G. The Contractor shall carry out his work carefully and skillfully, and shall support and secure utility structures so as to avoid damage to them. He shall not move any utility structures without the owner's written consent, and at the completion of the work, their condition shall be as safe and permanent as before.
- H. The Contractor shall, at his own expense, make good any direct or indirect damage that may be done in the course of construction to any utility structure or property through or by reason of the prosecution of the work. The liability of the Contractor under this covenant is absolute and is not dependent upon any questions of negligence on his part, or on the part of his agent, servants, employees, subcontractors, or suppliers, and the neglect of the Owner or the Engineer to direct the Contractor to take any particular precaution or to refrain from doing any particular thing shall not excuse the Contractor of any such damage in any case.
- I. When utility structures, facilities, or equipment are damaged by the Contractor, he shall notify their owners, who may cause the damage to be repaired at the Contractor's expense. If the cost thereof is not paid by the Contractor within 30 days after repairs have been completed, the Owner may retain an amount sufficient to cover the cost from any monies due or that may become due the

Contractor under the contract.

- J. It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for normal delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them.
- K. It is anticipated that the following utilities, as indicated on the plans, may be encountered by the Contractor while performing his operations under this contract, and which will remain in active service as indicated on the plans. (The Owner does not guarantee the accuracy of this list nor shall it be responsible for any additions thereto or deletions therefrom due to abandonment).
 - 1. Water lines as generally shown on the drawings.
 - 2. Telephone ductbank, manholes and cable.
 - 3. Storm and Sanitary Sewer lines.
 - 4. Gas and fuel transmission lines as generally shown on the drawings.
 - 5. Electrical services as generally shown on the drawings.
 - 6. All airfield electrical cables, light fixtures, and appurtenances as generally shown on the plans.

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Item P-151 Clearing and Grubbing

DESCRIPTION

- **151-1.1** This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Resident Project Representative (RPR).
- **a.** Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas. The grubbing of stumps and roots will not be required.
- **b.** Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the RPR is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing.
- **c.** Tree Removal. Tree Removal shall consist of the cutting and removal of isolated single trees or isolated groups of trees, and the grubbing of stumps and roots. The removal of all the trees of this classification shall be in accordance with the requirements for the particular area being cleared.

CONSTRUCTION METHODS

151-2.1 General. The areas denoted on the plans to be cleared or cleared and grubbed shall be staked on the ground by the Contractor as indicated on the plans.

The removal of existing structures and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the Contractor shall advise the RPR who will notify the proper local authority or owner to secure prompt action.

- **151-2.1.1 Disposal.** All materials removed by clearing or by clearing and grubbing shall be disposed of outside the Airport's limits at the Contractor's responsibility, except when otherwise directed by the RPR. As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry that cannot be used in construction and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case, shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the RPR and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits, the Contractor shall obtain and file with the RPR permission in writing from the property owner for the use of private property for this purpose.
- **151-2.1.2 Blasting.** Blasting shall not be allowed.
- **151-2.2 Clearing.** The Contractor shall clear the staked or indicated area of all materials as indicated on the plans. Trees unavoidably falling outside the specified clearing limits must be cut up, removed, and

disposed of in a satisfactory manner. To minimize damage to trees that are to be left standing, trees shall be felled toward the center of the area being cleared. The Contractor shall preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut flush with the original ground surface. The grubbing of stumps and roots will not be required.

Fences shall be removed and disposed of as directed by the RPR. Fence wire shall be neatly rolled and the wire and posts stored on the airport if they are to be used again, or stored at a location designated by the RPR if the fence is to remain the property of a local owner or authority.

151-2.3 Clearing and grubbing. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials as indicated on the plans, shall be removed, except where embankments exceeding 3-1/2 feet (105 cm) in depth will be constructed outside of paved areas. For embankments constructed outside of paved areas, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush can be cut off flush with the original ground and allowed to remain. Tap roots and other projections over 1-1/2 inches (38 mm) in diameter shall be grubbed out to a depth of at least 18 inches (0.5 m) below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials shall be disposed of by removal from the site. The cost of removal is incidental to this item. The remaining or existing foundations, wells, cesspools, and like structures shall be destroyed by breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material that cannot be used in backfill shall be removed and disposed of at the Contractor's expense. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes in embankment areas remaining after the grubbing operation shall have the sides of the holes flattened to facilitate filling with acceptable material and compacting as required in Item P-152. The same procedure shall be applied to all holes remaining after grubbing in areas where the depth of holes exceeds the depth of the proposed excavation.

METHOD OF MEASUREMENT

- **151-3.1** The quantities of clearing as shown by the limits on the plans shall be the number of acres, or fractions thereof, of land specifically cleared.
- **151-3.2** The quantities of clearing and grubbing as shown by the limits on the plans shall be the number of acres, or fractions thereof, of land specifically cleared and grubbed.

BASIS OF PAYMENT

- **151-4.1** Payment shall be made at the contract unit price per acre or fractions thereof for clearing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.
- **151-4.2** Payment shall be made at the contract unit price per acre or fractions thereof for clearing and grubbing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under: Item P-151-4.1 Clearing – per acre or fractions thereof Item P-151-4.2 Clearing and grubbing – per acre of fractions thereof

END OF ITEM P-151

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Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

- **152-1.1** This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.
- **152-1.2 Classification.** All material excavated shall be classified as defined below:
- **a.** Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature which is not otherwise classified and paid for under one of the following items.
- **b. Muck excavation.** Muck excavation shall consist of the removal and disposal of deposits or mixtures of soils and organic matter not suitable for foundation material. Muck shall include materials that will decay or produce subsidence in the embankment. It may consist of decaying stumps, roots, logs, humus, or other material not satisfactory for incorporation in the embankment.
- **152-1.3 Unsuitable excavation.** Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches (100 mm), to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in the top 6 inches (150 mm) of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their

own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting shall not be allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces and other various surfaces were used to develop the design plans.

Volumetric quantities were calculated by comparing DTM files of the applicable design surfaces and generating Triangle Volume Reports. Electronic copies of DTM files and a paper copy of the original topographic map will be issued to the successful bidder.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.04 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes **as** shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

- **a. Selective grading.** When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.
- **b.** Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum

depth of 12 inches (300 mm) below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard (per cubic meter) for unclassified excavation. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as unclassified excavation.

- **c. Over-break.** Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."
- **d. Removal of utilities.** The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by someone other than the Contractor. All existing foundations shall be excavated at least 2 feet (60 cm) below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.
- **152-2.3 Borrow excavation.** Borrow areas are not required.
- **152-2.4 Drainage excavation.** Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.
- **152-2.5 Preparation of cut areas or areas where existing pavement has been removed.** In those areas on which a subbase or base course is to be placed, the top 12 inches of subgrade shall be compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM 698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.
- **152-2.6 Preparation of embankment area.** All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches (150 mm) and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches (300 mm) and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The

sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 Formation of embankments. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches (150 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within $\pm 2\%$ of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The RPR will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D698. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the RPR for every 3,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM 698. Under all areas to be paved, the embankments shall be compacted to a depth of 6 inches and to a density of not less than 100 percent of the maximum density as determined by ASTM 698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM D1556. The RPR shall perform all density tests. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches (100 mm) in their greatest dimensions will not be allowed in the top 12 inches (300 mm) of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet (60 cm) in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet (1.2 m) below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.9 Proof rolling. The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. Before start of embankment, and after compaction is completed, the subgrade area shall be proof rolled with a 20 ton (18.1 metric ton) Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 80/100/150 psi (0.551 MPa/0.689 MPa/1.034 MPa) in the presence of the RPR. Apply a minimum of 1 coverage, or as specified by the RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch (25 mm) or show permanent deformation greater than 1 inch (25 mm) shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

152-2.10 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 12 inches and to a density of not less than 100 percent of the maximum dry density as determined by ASTM D698. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D698.

The material to be compacted shall be within $\pm 2\%$ of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30

percent retained on the ¾ inch (19.0 mm) sieve, follow the methods in ASTM D698. Tests for moisture content and compaction will be taken at a minimum of 3,000 S.Y. of subgrade. All quality assurance testing shall be done by the RPR.

The in-place field density shall be determined in accordance with ASTM D1556.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, recompacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

- **152-2.13 Surface Tolerances.** In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.
 - a. Smoothness. The finished surface shall not vary more than +/- ½ inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.
 - **b. Grade.** The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +/- 0.05 feet (15 mm) of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to placed, grade shall not vary more than 0.10 feet (30 mm) from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

152-3.1 There will be no direct measurement or payment for any work covered by this item. All earthwork shall be included in the bid item to which it pertains. These prices shall be full compensation for furnishing all materials and for all preparation, delivering and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop
ASTM International (ASTM)	
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2700 kN-m/m³))
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
Advisory Circulars (AC)	
AC 150/5370-2	Operational Safety on Airports During Construction Software
Software	

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

a

U.S. Department of Transportation

FAA RD-76-66

Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

Item T-901 Seeding

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, fertilizing and liming the areas shown on the plans or as directed by the RPR in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

Seed Properties and Rate of Application (Between August 15 and April 30)

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre (or lb/1,000 S.F.)
Tall Fescue	99	95	100
Pensacola Bahiagrass	99	95	75
Creeping Red Fescue	99	95	50
Unhalled Sericea Lespedeza	99	95	10
Rye Grain	99	95	25

Seeding shall be performed during the period between August 15 and April 30 inclusive, unless otherwise approved by the RPR. Seeding on slopes 3:1 or greater: increase Unhulled Sericea Lespedeza to 50 lb/acre and Rye Grain to 35 lb/acre.

Item T-901 Seeding T-901-1

Seed Properties and Rate of Application (Between May 1 and August 15)

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre (or lb/1,000 S.F.)
Tall Fescue	99	95	50
Pensacola Bahiagrass	99	95	100
Creeping Red Fescue	99	95	75
Unhalled Sericea Lespedeza	99	95	25
Korean Lespedeza	99	95	25

Seeding shall be performed during the period between May 1 and August 15 inclusive, unless otherwise approved by the RPR. Seeding on slopes 3:1 or greater: increase Unhulled Sericea Lespedeza to 35 lb/acre.

901-2.2 Lime. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 (850 μ m) mesh sieve and 50% will pass through a No. 100 (150 μ m) mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of recommendations of soil test. All liming materials shall conform to the requirements of ASTM C602.

901-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be 18-24-12 commercial fertilizer and shall be spread at the rate of 500 pounds per acre

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

T-901-2 Item T-901 Seeding

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method. Not required.

- **c. Seeding.** Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.
- **d. Rolling.** After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 Wet application method.

- **a. General.** The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.
- **b. Spraying equipment.** The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb/sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating

Item T-901 Seeding T-901-3

line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the

T-901-4 Item T-901 Seeding

satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of units acre measured on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item 901-5.1 Seeding - per acre

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

Item T-901 Seeding T-901-5

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T-901-6 Item T-901 Seeding

Item T-908 Mulching

DESCRIPTION

908-1.1 This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the RPR.

MATERIALS

- **908-2.1 Mulch material.** Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.
 - a. Hay. Not required.
 - **b. Straw.** Not required.
 - c. Hay mulch containing seed. Not required.
- **d. Manufactured mulch**. Cellulose-fiber or wood-pulp mulch shall be products commercially available for use in spray applications.
- **e. Asphalt binder.** Asphalt binder material shall conform to the requirements of ASTM D977, Type SS-1 or RS-1.
- **908-2.2 Inspection.** The RPR shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the RPR and any materials brought on the site that do not meet these standards shall be rejected.

CONSTRUCTION METHODS

908-3.1 Mulching. Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or designated by the RPR. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per acre to provide a loose depth of not less than 1-1/2 inches nor more than 3 inches. Other organic material shall be spread at the rate directed by the RPR. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch nor more than 2 inches.

908-3.2 Securing mulch. The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the RPR. Where mulches

Item T-908 Mulching T-908-1

have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the "peg and string" method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

908-3.3 Care and repair.

- **a.** The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the RPR, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.
- **b.** The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the RPR, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.
- c. If the "asphalt spray" method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons per 1,000 square feet, or as directed by the RPR, with a minimum of 6 gallons and a maximum of 10 gallons per 1,000 square feet depending on the type of mulch and the effectiveness of the binder securing it. Asphalt binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be used. The nozzle shall be operated at a distance of not less than 4 feet from the surface of the mulch and uniform distribution of the asphalt material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the asphalt material.
- **d.** If the "asphalt mix" method is used, the mulch shall be applied by blowing, and the asphalt binder material shall be sprayed into the mulch as it leaves the blower. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons per 1,000 square feet or as directed by the RPR, with a minimum of 6 gallons and a maximum of 10 gallons per 1,000 square feet depending on the type of mulch and the effectiveness of the binder securing it.

METHOD OF MEASUREMENT

908-4.1 Mulching shall be measured in acre on the basis of the actual surface area acceptably mulched.

BASIS OF PAYMENT

908-5.1 Payment will be made at the contract unit price per acre or fraction thereof for mulching. The price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-908-5.1 Mulching - per acre

T-908-2 Item T-908 Mulching

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D977 Standard Specification for Emulsified Asphalt

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-908

Item T-908 Mulching T-908-3

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T-908-4 Item T-908 Mulching



Appendix A

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NORTH CAROLINA ROWAN COUNTY

CONTRACT

THIS CONTRACT, made and entered into this	day of			
2021, by and between Rowan County, North Carolina	(hereinafter	referred	to	as
"COUNTY"), party of the first part; and	(here	einafter re	ferr	ec
to as "CONTRACTOR"), party of the second part;				

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the services of the CONTRACTOR, and the CONTRACTOR hereby agrees to provide the services to the COUNTY in accordance with the terms of this Contract, time being of the essence.

SERVICES TO BE PROVIDED

The CONTRACTOR shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

ON-AIRPORT OBSTRUCTION REMOVAL MID-CAROLINA REGIONAL AIRPORT

Specifications and Contract Documents:

- **a.** Project Plans prepared by Talbert, Bright & Ellington, Inc. dated October 2021
- **b.** Instructions to Bidders
- **c.** General Conditions, including any Supplementary General Conditions
- **d.** Project Special Provisions
- e. Technical Provisions (Construction Details)
- **f.** Proposal Accepted as modified in the amount of \$
- **g.** Performance and Payment Bond
- **h.** Addendum Nos. 1 through x
- i. Contract
- j. Contract Modifications

Hereinbefore and hereinafter, the above-listed plans, specifications, and contract documents shall be collectively referred to as "Contract."

SUBCONTRACTING AND ASSIGNMENT

CONTRACTOR shall not sub-contract all or any part of the services provided for in this Contract without prior written approval of the COUNTY. Additionally, CONTRACTOR

shall not assign all or any portion of this Contract, including rights to payments, to any other party without the prior written consent of the COUNTY.

TERM OF CONTRACT

The term of this contract shall be as outlined in the Project Plans and Specifications.

The CONTRACTOR shall commence the work to be performed under the Contract not later than the date set by the COUNTY in written notice to proceed, said date to be not less than ten (10) days after issuance of notice.

<u>PAYMENT TO CONTRACTOR</u> The amount to be paid by the COUNTY shall not exceed the following:

ORIGINAL PROPOSAL:	\$
TOTAL ADDITIONS:	\$
TOTAL DEDUCTIONS:	\$
CURRENT CONTRACT AMOUNT:	\$

The COUNTY hereby agrees to pay to the CONTRACTOR for the faithful performance of this Contract, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.

The COUNTY shall make partial payments to the CONTRACTOR on a basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR within twenty (20) calendar days after receipt of a correct payment request, less ten percent (10%) of the amount of such estimate which is to be retained by the COUNTY until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the COUNTY.

Neither final payment nor any remaining retained percentage shall become due <u>until</u> <u>thirty (30) days</u> after all the following have occurred:

- **b.** The CONTRACTOR completes all work covered by this Contract;
- **c.** The COUNTY accepts such work; and
- d. The CONTRACTOR submits to the COUNTY evidence satisfactory to the COUNTY that all payrolls, bills for materials and equipment, and other indebtedness/costs connected with the construction have been paid or otherwise satisfied. COUNTY may require other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the COUNTY. If a Subcontractor refuses to

A-2 Contracts and Bonds

furnish a release or waiver required by the COUNTY, the CONTRACTOR may furnish a bond satisfactory to the COUNTY to indemnify the COUNTY against such lien. If such lien remains unsatisfied after payments are made, the CONTRACTOR shall refund to the AUTHORITY all money that the COUNTY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- e. The CONTRACTOR submits to COUNTY a certificate evidencing that insurance <u>required by the Contract Documents</u> is to remain in full force and effect, and will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the COUNTY;
- **f.** The CONTRACTOR submits a written statement that the CONTRACTOR knows of no substantial reason that the insurance will not be renewable to cover the period <u>required by the Contract Documents</u>; and
- **g.** The surety, if any, consents to final payment.

It is further mutually agreed between the CONTRACTOR and the COUNTY hereto if, at any time after the execution of this Contract and the Performance and Payment Bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory; or if, for any reason such bond ceases to be adequate to cover the performance of such work, the CONTRACTOR shall, at its expense, within five days after the receipt of notice from the COUNTY to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the COUNTY.

WARRANTY

The CONTRACTOR hereby guarantees all materials and workmanship for a period of one (1) year from the date at final acceptance of all items of work set forth under this Contract.

RELATIONSHIP OF THE PARTIES

The CONTRACTOR shall operate as an Independent Contractor. COUNTY shall not be responsible for any of the CONTRACTOR'S acts or omissions. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The CONTRACTOR understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the COUNTY on behalf of the CONTRACTOR or the employees of the CONTRACTOR. The CONTRACTOR further agrees that the CONTRACTOR is fully responsible for the payment of any and all taxes arising from the payment of monies under this Contract. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the COUNTY. The COUNTY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the

CONTRACTOR unless otherwise agreed in writing. The CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies required to provide the contracted services unless otherwise agreed in writing.

CONFIDENTIALITY

The CONTRACTOR shall use any and all information obtained as a result of its Performance of its duties under this Contract solely in furtherance of said Performance. CONTRACTOR shall ensure that it, its agents or assigns, or subcontractors initiate appropriate safeguards to prevent the use or disclosure of any confidential information for any purpose other than Performance of this Contract. CONTRACTOR ensures that every reasonable attempt to mitigate any such disclosure of confidential information is made.

LICENSURE AND CERTIFICATION

The CONTRACTOR shall comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Contract. The CONTRACTOR shall insure that all personnel engaged in work under this Contract shall be fully qualified and shall be authorized under state and local law to perform the services under this Contract. The CONTRACTOR shall further obtain and file with COUNTY the appropriate IRS form W-9.

INSURANCE

The CONTRACTOR shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by the Rowan County Finance Director. Should said Certificate of Insurance expire prior to the termination of this contract, CONTRACTOR shall supply to the COUNTY an updated certification prior to the expiration of the Certificate initially provided.

Workers' Compensation Insurance, with limits for Coverage A Statutory - State of North Carolina and Coverage B Employers Liability \$500,000 bodily injury, \$500,000 bodily injury by disease, and \$500,000 by disease policy limit.

Commercial General Liability of not less than \$2,000,000 General Aggregate Limit (Other than Products-Completed Operations), \$2,000,000 Products-Completed Operations Aggregate Limit, \$1,000,000 Personal and Advertising Injury Limit, \$1,000,000 Each Occurrence Limit, and \$100,000 Fire Damage Limit, and shall not contain an exclusion for contractual liability.

For Automobile Liability the limits shall not be less than \$1,000,000 each person, \$1,000,000 each occurrence of bodily injury liability, and \$1,000,000 each occurrence of property damage liability, policies with a single combined limit must be not less than \$2,000,000 or \$1,000,000 with an umbrella policy of \$1,000,000 per occurrence.

Professional Liability Insurance shall not be less than \$1,000,000 per occurrence and shall hold Stanly County Airport Authority, Stanly County, its departments, agents, employees or assigns harmless from any claim, including claims for attorneys fees or other legal expenses, which may arise as a result of the sole negligence or malpractice of an employee of the CONTRACTOR in providing services.

A-4 Contracts and Bonds

All insurance companies must be licensed in North Carolina and be acceptable to the COUNTY. Insurance policies, **EXCEPT** Workers' Compensation and Professional Liability, shall be endorsed (1) to show Rowan County as additional insured, as their interests may appear and (2) to amend cancellation notice to thirty (30) days, pursuant to North Carolina law. Certificates of Insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to Rowan County Finance Director by certified mail."

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Valerie Steele, Airport Director 3670 Airport Loop Road Salisbury, NC 28147

If the CONTRACTOR does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the COUNTY may be considered.

Failure of the COUNTY to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance.

INDEMNIFICATION

The CONTRACTOR agrees to defend, indemnify, and hold harmless Rowan County from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage caused in whole or in part by the negligence or misconduct of the CONTRACTOR or his/her subcontractors, agents and employees, except to the extent same are caused by the negligence or willful misconduct of Rowan County. It is the intent of this section to require the CONTRACTOR to indemnify Rowan County to the extent permitted under North Carolina law.

NON-APPROPRIATION

CONTRACTOR acknowledges that COUNTY is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

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

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

TERMINATION

Should the COUNTY be notified by, or reasonably determine that, the CONTRACTOR is unable to substantially comply with the terms of this Contract the COUNTY may, at its discretion, immediately terminate this Contract and withhold any and all monies owed to the CONTRACTOR except those owing up to the date of termination. Either Party may cancel this Contract should the other party be in Breach of the Contract if, after a sufficient period of time has passed and the Breaching Party has been notified of such Breach, the Breach has not been cured by the Breaching Party.

Further, COUNTY shall, upon thirty (30) days written notice to CONTRACTOR, be permitted to withdraw from and cancel this Contract.

ACCESS TO AND RECORD RETENTION

CONTRACTOR agrees to maintain all records of or related to the SERVICES set out in this Contract and shall, upon the COUNTY 's request, provide the COUNTY with, or access to, said records.

SEVERABILITY

If any provision of the Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

FORCE MAJEURE

Neither Party shall incur any liability to the other if its performance of any obligation under this Contract is delayed or prevented by any of the following events: a change in any law, rule, regulation or ordinance; any new law, rule, regulation or ordinance; the requirements of any government or governmental entity or authority; war, riot, civil disorder or other hostilities; hurricanes, typhoons or other severe weather conditions; fire; earthquakes, floods and other natural disasters; damage to or destruction of a party's facilities.

If either party's performance under this Contract is delayed or prevented by any of the events described in the paragraph above, that party will notify the other in writing of the event, of its expected effect on that party's performance, and of when that party resumes its performance under and in accordance with the terms of this Contract. If the performance by a party of any [material] obligation under this Contract is delayed by any of the events described in the paragraph above, then if the total of all delays so caused exceeds a period of 10 days, the other party may terminate this Contract by giving written notice of termination to the affected party at any time prior to the affected party's notifying the other party in writing that it has resumed its performance under and in accordance with this Contract.

A-6 Contracts and Bonds

HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervision of all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the COUNTY, and the CONTRACTOR may be declared ineligible for further COUNTY contracts.

NON-WAIVER

The failure of either party to exercise, or a delay in either party's exercising of, any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

GOVERNING LAW

This Contract shall be governed by and in accordance with the laws of the State of North Carolina. Unless prohibited by law, all actions relating in any way to this Contract shall be brought solely in the General Court of Justice of the State of North Carolina sitting in Rowan County or, where applicable, the United States District Court of the Middle District of North Carolina.

E-VERIFY COMPLIANCE

If CONTRACTOR is a person, business entity, or other organization that transacts business and employs 25 or more people in North Carolina, it agrees to comply with the E-Verify requirements found in Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRACTOR also agrees that any and all its current or subsequently hired subcontractors shall comply with said E-Verify requirements if said subcontractors employ 25 or more employees in North Carolina.

IRAN DIVESTMENT ACT CERTIFICATION

Pursuant to North Carolina General Statute § 147-86.59, CONTRACTOR hereby certifies that, as of the date listed below, it is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58 (hereinafter referred to as "List"). Additionally, CONTRACTOR hereby certifies that it shall not utilize any subcontractor in the performance of this Contract that is identified on said List.

ENTIRE AGREEMENT

The CONTRACTOR and the COUNTY agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties. Modifications may be evidenced by tele-facsimile signatures of the parties to this Contract. Unless and until further modified, this Contract shall consist of this document and the following attachments or addenda:

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have set their hands as of the day and year first above written and state that they have read and understand the terms herein and freely and voluntarily enter into this Contract and that without further proof or accounting thereof, it shall be deemed an original contract.

ROWAN COUNTY (COUNTY)	XXXXXXXXXXXXXXX (CONTRACTOR)	
By:	By:	
Date:(Mailing Address) 130 W. Innes Street Salisbury, NC 28144	Date: (Mailing Address) xxxxxxxxxx xxxxxxxxx	
•	Federal Tax ID#:	
This instrument has been p Government Budget and Fiscal	re-audited in the manner required by the Local	
FINANCE DIRECTOR		

A-8 Contracts and Bonds

PERFORMANCE BOND

100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

[CONTRACTOR] [ADDRESS] [CITY, STATE]

[CITY, STATE]	
as Principal, hereinafter called Contractor and	_, a
corporation duly organized under the laws of the State of	
as Surety, hereinafter called Surety, are held firmly bound unto:	
COUNTY OF ROWAN	
130 WEST INNES STREET	
SALISBURY, NC 28144	
hereinafter called OWNER, in the amount	of
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	the
payment whereof Contractor and Surety bind themselves, their heirs, execute	ors,
administrators, successors and assigns, jointly and severally, firm by these present.	
WHEREAS, Contractor has by written agreement dated	021
entered into a Contract with OWNER for the On-Airport Obstruction Removal accordance with drawings and specifications prepared by:	

TALBERT, BRIGHT & ELLINGTON, INC. 3525 WHITEHALL PARK DRIVE SUITE 210 CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

- 1. Complete the Contract in accordance with its terms and conditions, or
- 2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable to OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor.

Any suit this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER names herein or the heirs, executors, administrators or successors of the OWNER.

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A-10 Contracts and Bonds

Signed and sealed this	day of	, 2021.	
BY:		BY:	
Contractor		Surety	Principal
Name	(Seal)	Name	(Seal)
Title		Title	
WITNESS:		WITNESS:	
BY:			
Licensed Resident Agent	(Signa	uture)	
Licensed Resident Agent	(Турес	d)	
	(Street	t Address)	
	(City /	State / Zip Code)	
	(Telep	hone Number)	

LABOR AND MATERIAL PAYMENT BOND

100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

as Principal, hereinafter called Principal, and, a corporation
duly organized under the laws of the State of
as Surety, hereinafter called Surety, are held firmly bound unto:
COUNTY OF ROWAN
130 WEST INNES STREET
SALISBURY, NC 28144
as Obligee, hereinafter called OWNER, for the use and benefit of claimants as
hereinbelow defined, in the amount of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXX(\$XXX,XXX.XX), for the payment whereof Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firm by these present.
WHEREAS,
Principal has by written agreement dated
with OWNER for the On-Airport Obstruction Removal in accordance with drawings and
specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC. 3525 WHITEHALL PARK DRIVE SUITE 210 CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

A-12 Contracts and Bonds

- 1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.
- 2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- 3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following; the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.
 - **b.** After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

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A-14 Contracts and Bonds

Signed and sealed this	_ day of		, 2021.	
BY:			BY:	
				Principal
Contractor		;	Surety	
Name	(Seal)	· •	Name	(Seal)
Title		;	Title	
WITNESS:		,	WITNESS:	
BY:				
Licensed Resident Agent		(Signature)		
Licensed Resident Agent		(Typed)		
		(Street Address)		
		(City / State / Zip	p Code)	
		(Telephone Num	aber)	

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A-16 Contracts and Bonds

Appendix B

Forms

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ESTIMATE FOR PARTIAL PAYMENT

No:_____

Owner's Project No.:	TBE Project No.:
Project Name:	
Contractor:	Contract Date:
Contract For:	
Application Date:	
Original Contrac	Price:
Net Change Ord	ers:
Current Contract	
Total Amount Ea	rned (Col. 9):
Retained Percen	tage (%):
Total Previously	ss Retained:Approved:
Amount Due Thi	s Estimate:
Total Amount Du	e:
	CERTIFICATE OF CONTRACTOR
correct; that all work has been performed and and all authorized changes thereto; that the a period of the estimate; that all previous payme applied to discharge all obligations incurred by	wledge and belief that all items, units, quantities and prices for work and material herein are materials supplied in accordance with the terms and conditions of the Construction Contract bove is a true and correct statement of the contract up to and including the last day of the nts received from the Owner for work performed under the Construction Contract have been the undersigned in connection with work covered by prior estimates for partial payment; and in the above project are free and clear of all liens, security interests and encumbrances. Title:
correct; that all work has been performed and and all authorized changes thereto; that the a period of the estimate; that all previous payme applied to discharge all obligations incurred by that all materials and equipment incorporated Contractor: By:	wledge and belief that all items, units, quantities and prices for work and material herein are materials supplied in accordance with the terms and conditions of the Construction Contract bove is a true and correct statement of the contract up to and including the last day of the nts received from the Owner for work performed under the Construction Contract have been the undersigned in connection with work covered by prior estimates for partial payment; and in the above project are free and clear of all liens, security interests and encumbrances. Title:
correct; that all work has been performed and and all authorized changes thereto; that the a period of the estimate; that all previous payme applied to discharge all obligations incurred by that all materials and equipment incorporated Contractor: By: C	wledge and belief that all items, units, quantities and prices for work and material herein are materials supplied in accordance with the terms and conditions of the Construction Contract bove is a true and correct statement of the contract up to and including the last day of the nts received from the Owner for work performed under the Construction Contract have been the undersigned in connection with work covered by prior estimates for partial payment; and in the above project are free and clear of all liens, security interests and encumbrances. Title: Date: Date: ERTIFICATE OF OWNER'S ENGINEERS tial Payment and that to the best of my knowledge and belief it is a true and correct statement.
correct; that all work has been performed and and all authorized changes thereto; that the a period of the estimate; that all previous payme applied to discharge all obligations incurred by that all materials and equipment incorporated Contractor: By: Classification of the estimate for Paragraphic Contractor of work performed materials supplied under the contractor of the contractor of work performed materials supplied under the contractor of the contractor of work performed materials supplied under the contractor of the contr	wledge and belief that all items, units, quantities and prices for work and material herein are materials supplied in accordance with the terms and conditions of the Construction Contract bove is a true and correct statement of the contract up to and including the last day of the nts received from the Owner for work performed under the Construction Contract have been the undersigned in connection with work covered by prior estimates for partial payment; and in the above project are free and clear of all liens, security interests and encumbrances. Title: Date: Date: ERTIFICATE OF OWNER'S ENGINEERS tial Payment and that to the best of my knowledge and belief it is a true and correct statement.
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correct; that all work has been performed and and all authorized changes thereto; that the aperiod of the estimate; that all previous payme applied to discharge all obligations incurred by that all materials and equipment incorporated Contractor: By: Cl I certify that I have verified this Estimate for Pa of work performed materials supplied under the TALBERT, BRIG	wledge and belief that all items, units, quantities and prices for work and material herein are materials supplied in accordance with the terms and conditions of the Construction Contract bove is a true and correct statement of the contract up to and including the last day of the nts received from the Owner for work performed under the Construction Contract have been the undersigned in connection with work covered by prior estimates for partial payment; and in the above project are free and clear of all liens, security interests and encumbrances. Title: Date: Date: ERTIFICATE OF OWNER'S ENGINEERS tial Payment and that to the best of my knowledge and belief it is a true and correct statement in Contract. HT & Ellington, INC., CHARLOTTE, NORTH CAROLINA Project Engineer
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Forms B-1

Sheet	of Sheets	3							
No. and I	Description of Unit	Contract		Work Done This Period		Work Completed To Date		Date	
Item #	Detailed Estimate	Quantity	Unit Price	Cost Estimate	No. of Units	Amount Earned	No. of Units	Amount Earned	% Complete
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

B-2 Forms

STATE AND COUNTY SALES/USE TAX STATEMENT

Contractor (or Subcontractor's) Name Sheet No of						
INVOICE	INVOICE DATES			TOTAL AMOUNT	SALES/USE TAX	
	FROM20 THRU20			OF INVOICE	STATE %	COUNTY %

SUBTOTAL THIS PAGE:	
TOTAL ALL INVOICES:	

Forms

TAX STATEMENT AND CERTIFICATION

This is to certify that the f	pregoing or attached statement is a true and complete statement of all North
Carolina and Local Sales o	Use Tax paid by the undersigned Contractor from,
20 to	, 20, inclusive for the materials and equipment that were or will
become a part of the consti	uction of the:
On-Airport Obstruct	on Removal project at Mid-Carolina Regional Airport, Salisbury, NC
(THE FOLLOWING F	PORTION TO BE FILLED OUT BY THE GENERAL CONTRACTOR ONLY)
It is further certified that:	
are the subcontractors that statements are also enclose	are engaged by this Contractor in the performance of this Contract whose taxed herewith.
	CONTRACTOR OR SUBCONTRACTOR
Sworn and subscribed befo	re me this
day of	, 20
NOTARY PUBLIC	
(SEAL)	

B-4 Forms

CONSENT OF SURETY COMPANY TO FINAL PAYMENT		OWNER		
			ENGINEER	
			CONTRACTOR	
			SURETY	
			OTHER	
PROJECT (Name and Address):				
TO (Owner):	Engir	neer's Proj	ect No.:	
	Conti	aci Dale.		
CONTRACTOR:				
(insert name and address of Surety			wner and the Contractor as indicated above	, the
			_ _ , Surety Company	
on bond of (here insert name and ac				
			– – _ , Contractor	
	nt to the Contracto	r, and agre	ees that final payment to the Contractor shall	l not
			_	
as set forth in the said Surety Comp	any's bond.			
IN WITNESS WHEREOF,				
the Surety Company has hereunto s	et its hand this	day of	20	
			Surety Company Signature of Authorized Representative	
Attest: (Seal):			Title	

Forms

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS		OWNER	
		ENGINEER	
		CONTRACTOR	
		SURETY	
		OTHER	
TO (Owner):	Engineer's Project No.:		
	Contract for: Contract Date:		
PROJECT (Name and Address):			
State of:			
County of:			
best of his knowledge, informatio hereto include the Contractor, all	General Conditions of the Contract for Construct n and belief, except as listed below, the Releas Subcontractors, all suppliers of materials and e or may have liens against any property of the Overeferenced above.	es or Waivers of Lien attac quipment, and all performer	hed s of
EXCEPTIONS: (If none, write "No Owner for each exception.)	ne". If required by the Owner, the Contractor sha	ıll furnish bond satisfactory to	the
	CONTRACTOR:		
, , , , , , , , , , , , , , , , , , ,	Address:	-	
		_	
5	Subscribed and sworn to before me this	-	
1	Day of,20	-	
1	Notary Public:	-	
1	My Commission Expires:	_ (Seal)	

B-6 Forms

AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS			OWNER	
			ENGINEER	
			CONTRACTOR	
			SURETY	
			OTHER	
TO (Owner):				
PROJECT (Name and Address)	:			
State of:				
County of:				
The undersigned, pursuant to the as listed below, he has paid ir furnished, for all work, labor, all Contractor for damages arising it for which the Owner or his property.	n full or has otherwise satisfie nd services performed, and fo n any manner in connection wit	d all obligations for all known indebte th the performance o	r all materials and equipme edness and claims against t	nt he
EXCEPTIONS: (If none, write "N Owner for each exception.)	one". If required by the Owner,	the Contractor sha	ll furnish bond satisfactory to t	he
	CONTRACTOR:			
	Address:			
	Ву:			
	Subscribed and sworn to befo	ore me this		
	Day of	,20		
	Notary Public:			
	My Commission Expires:		(Seal)	

Forms B-7

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B-8 Forms

Appendix C

Required Federal Provisions

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ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 15.7%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting

the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is North Carolina, Stanly, and New London.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The Stanly County Airport Authority in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- 1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in

the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Title of Sponsor) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (Title of Sponsor) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (Title of Sponsor) will there upon revert to and vest in and become the absolute property of (Title of Sponsor) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the

Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics

performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of

receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- 3. Payrolls and Basic Records.
 - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii) (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this Division Web site purpose from the Wage and Hour at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit

them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or

the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in

accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to (ii) work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1. Checking the System for Award Management at website: http://www.sam.gov.
- 2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
- 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- 3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications

shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective

bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- 1. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where

segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- 1. Contractor must immediately discontinue work as specified in the written notice.
- 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- 3. Discontinue orders for materials and services except as directed by the written notice.
- 4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- 5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1. completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2. documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3. reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4. reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

- 1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
- 2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
- 3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
- 4. Fails to comply with material provisions of the Contract;

- 5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
- 6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

END OF REQUIRED FEDERAL PROVISIONS

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Appendix D

Davis Bacon Wage Rates

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U.S. DEPARTMENT OF LABOR

"General Decision Number: NC20210089 01/01/2021

Superseded General Decision Number: NC20200089

State: North Carolina

Construction Type: Highway

Counties: Caswell, Davidson, Iredell, Lee, Montgomery, Moore, Richmond, Rowan and Stanly Counties in North Carolina.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0

Publication Date 01/01/2021

SUNC2014-004 11/17/2014

	Rates	Fringes
BLASTER	\$ 21.85	
CARPENTER	\$ 13.98	
CEMENT MASON/CONCRETE FINISHER	\$ 13.67	
ELECTRICIAN Electrician	\$ 19.19	2.39
Telecommunications Technician	\$ 14.96	1.07
IRONWORKER	\$ 14.53	
LABORER Asphalt Raker and Spreader	\$ 14.03 \$ 10.21 \$ 12.26 \$ 10.45 \$ 13.43 \$ 13.36	.13 .43
PAINTER	4.10.62	
Bridge POWER EQUIPMENT OPERATOR Asphalt Broom Tractor Bulldozer Fine Bulldozer Rough Concrete Grinder/Groover Crane Boom Trucks Crane Other Crane Rough/All-Terrain Drill Operator Rock. Drill Operator Structure Excavator Fine	\$ 12.14 \$ 16.92 \$ 15.58 \$ 25.00 \$ 14.83 \$ 21.05 \$ 21.25 \$ 15.43 \$ 19.24	1.61 1.52

Excavator Rough\$	14.07	.74
Grader/Blade Fine\$		
Grader/Blade Rough\$	15.48	
Loader 2 Cubic Yards or		
Less\$	12.67	1.52
Loader Greater Than 2		
Cubic Yards\$	14.48	
Material Transfer Vehicle		
(Shuttle Buggy)\$	17.39	
Mechanic\$		
Milling Machine\$	16.26	
Off-Road Hauler/Water		
Tanker\$	12.90	
Oiler/Greaser\$		
Pavement Marking Equipment\$	11.63	
Paver Asphalt\$		
Roller Asphalt Breakdown\$		
Roller Asphalt Finish\$		
Roller Other\$		
Scraper Finish\$		
Scraper Rough\$		
Slip Form Machine\$		
Tack Truck/Distributor		
Operator\$	15.60	
•		
TRUCK DRIVER		
GVWR of 26,000 or Less\$	10.58	
GVWR of 26,001 Lbs or		
Greater\$	13.50	.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

> Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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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: Anna Bumgarner

DATE: 12/13/21

SUBJECT: Change Order for Contract with Children's Home Society of NC, Inc

Rowan County Department of Social Services has an existing contract with Children's Home Society of NC, Inc. The original contract amount was not to exceed \$60,000. Additional services are required from this vendor to meet the needs of children in Foster Care in Rowan County. The change order is for \$100,000 bringing the new not to exceed amount to \$160,000.

Attached proposed change order and original contract with Children's Home Society of NC, Inc.

Purchasing Director and DSS Director recommends that the Board of Commissioners authorize the DSS Director to approve a change order with Children's Home Society of NC, Inc for services needed to meet the needs of children in Foster Care in Rowan County for \$100,000 making the new contract amount not to exceed \$160,000.

ATTACHMENTS:

Description	Upload Date	Туре
change order	12/13/2021	Backup Material
contract	12/13/2021	Backup Material



ROWAN COUNTY CONTRACT MEMORANDUM

RECEIVER

TO: FROM:	Aaron Church, Rowan County Manager Micah Ennis, Director	DEC - g 20
DEPT:	Social Services	
DATE:	12/6/2021	ROWAN COUNT HUMAN RESOUR
SUBJECT:	Children's Home Society of NC, Inc.	WILLIAM KESONIK
PURPOSE C	DF CONTRACT:	
This is an e	xisting contract and has been previously approved, howeve	er the contract
maximum i	is \$60,000.00. We have required additional services from th	is vendor to meet the
needs of ch	nildren in Foster Care for Rowan County. The new maximum	n for the contract will
be \$160,00	0.00.	
	CONTRACT CERTIFICATION	
By submit	tting this memorandum, I agree that I have:	
1. Read a	and understand the terms of the contract.	
2. To the	best of my knowledge the terms, amount and activ	ities surrounding
	act are compliant with North Carolina General Stat	tutes, the Rowan
-	rchasing Policy and any applicable regulations. secured and attached in MUNIS the Certificate of Ir	ncuranco
J. IIIUVE	secureu ana attachea in Monis the Certilicate of H	isui ulice.

Signature of Director

Contract Amendment Rowan County Department of Social Services

Fiscal Year Begins 7/1/2021 Ends 6/30/2022

Contract #22054 Amendment #1 – Change Order effective 12/1/2021

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Agency: Children's Home Society

Program: <u>To provide Family Foster Care and Therapeutic Foster Care to Foster Children in the custody of Rowan County DSS.</u>

Effective Period of the Contract: December 1, 2021

This Contract Amendment amends the contract between the Rowan County Department of Social Services (the "County") and Children's Home Society (the "Contractor"). As provided for under the terms of the contract, The County and Contractor agree to amend the provision(s) indicated in Section II below.

SECTION II

Justification/Change to Contract: <u>This is an existing contract, approved by the County, however the initial maximum contracted amount was for \$60,000.00. An additional \$100,000.00 is being added to the contract to ensure the vendor can be paid for needed and rendered services. The new maximum not to exceed amount will be \$160,000.00.</u>

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective **December 1, 2021**.

Contractor	County
hildren's Home Siciety of NC, Inc	
By: Dun K. Manus	By: Mich Ennis
ritle: President REO	Title: Director
Date:	Date: 12/3/2021
This agreement has been preaudited in the manner required by Attest:	the Local Government Budget and Fiscal Control Act.
County:	Signature:
Fitle:	Date:



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County Manager
FROM:	Micah Ennis, Director
DEPT:	Social Services
DATE:	7/13/2021
SUBJECT:	Children's Home Society of NC, Inc. Contract 22054
	OF CONTRACT:
	r provides therapeutic foster care to children who are placed in the custody of
RCDSS.	
•	
	· · · · · · · · · · · · · · · · · · ·
	
	CONTRACT CERTIFICATION
	CONTRACT CERTIFICATION
Bu cuhmit	tting this memorandum, I agree that I have:
•	
	and understand the terms of the contract.
	best of my knowledge the terms, amount and activities surrounding
	act are compliant with North Carolina General Statutes, the Rowan
•	urchasing Policy and any applicable regulations.
3. I have	secured and attached in MUNIS the Certificate of Insurance.
	WAN COUNTY
	5/7/2021
Signature	of Director DATE

MANCE DEP

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Children's Home Society of North Carolina, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0529946 and DUNS Number (required if funding from a federal funding source). 096166202

1.	(1) This contract (2) The General Terms and Conditions (Attachment A) (3) The Scope of Work, description of services, and rate (Attachment B) (4) Combined Federal Certifications (Attachment C) (5) Conflict of Interest Policy (Attachment D) (6) No Overdue Taxes (Attachment E) (7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I) (8) Certification of Transportation (Attachment J) (9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) https://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L) (11)State Certification (Attachment M) (12)Attachment N - Non-Discrimination, Clean Air, Clean Water (16) Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3.	Effective Period: This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022, This contract must be twelve months or less.
4.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5.	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$60,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	 □ b. The Contractor's matching requirement is \$
Th	The contributions from the Contractor shall be sourced from non-federal funds. e total contract amount including any Contractor match shall not exceed \$60,000.00.
6.	Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED I	BY ANY OTHER MEANS
Name & Title Compliance	Patricia C. Jarvis/Director of	Name & Title	Patricia C. Jarvis/Director of Compliance
Company Name Carolina, Inc.	Children's Home Society of North	Company Name Carolina, Inc.	Children's Home Society of North
Mailing Address City State Zip	PO Box 14608 Greensboro, NC 27415	Street Address	604 Meadow Street Greensboro, NC 27405
Telephone Fax Email	336.274.1538 x201 336.274.0276 pjarvis@chsnc.org		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

The Contractor and the County have executed this contract in duplicate original party.	is, with one original being retained by each
Bring K. Manual	4/21/21
Brian K. Maness	President 10 ED
Printed Name	Title
COUNTY	
	5/7/2021
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micah Ennis	DIRKETOR
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Gover	nment Budget and Fiscal Control Act.
On M House	s 1
Signature of County Finance Officer	7 19 2091 Date

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Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

Children's Home Society of North Carolina, Inc. During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

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

Oversight

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

Miscellaneous

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

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

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

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

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

Children's Home Society of North Carolina, Inc. or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B - Scope of Work Federal Tax Id. or SSN 56-0529946 Contract

CONTRACTOR INFORMATION A.

- 1. Contractor Agency Name: Children's Home Society of North Carolina, Inc.
- 2. If different from Contract Administrator Information in General Contract:

Address

Telephone Number: 3. Name of Program (s):	Fax Number:	Email:	
4. Status: Publ5. Contractor's Financial	ic Private, No	ot for Profit through June	Private, For Profit
B. Explanation of Service	s to be provided and to	whom (includ	le SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Foster Care/Therapeutic Foster Care/Child Placing Agency

1. If Standard Fixed Rate. Maximum Allowable. (See Rates for Services Chart)

1. If Standard Fixed Rate, Maximum Allowal Standard Board Rates	(J <u>로토트)</u> : 첫 왕성(c.	Monthly Rates	
Foster Care	Age 0-5	Age 6-12	Age 13+
Therapeutic Foster Care	1		\$634
Residential Treatment (Level 2)	\$475	\$581	
Child Placing Agency	\$1,433	01.55	
Residential Child Caring Institution		\$1,564	\$1,638
Standard Board and Treatment Rates	\$4,279	\$4,437 Rates	\$4,516
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88	
Residential Treatment Level 3 5+ heds	\$33	\$189.75	
Residential Treatment Level 4, 0-4 heds	\$43		
Residential Treatment Level 4, 5+ beds	\$40	\$315.71 \$315.71	
*Treatment Rat	es set hy DMA ar	ad are subject to cl	

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- 1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
- 2. Return all phone calls received within twenty-four (24) hours or by the end of the next
- 3. Share all information needed to ensure a good match/appropriate placement.
- 4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

- 1. Provide data to the County annually or as needed for special projects or to address specific
- 2. Complete Quality Standards Tool and provide to the County annually. (see attached)
- 3. Complete Outcome Data Dashboard regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
- 4. Ensure records are accessible for review for monitoring services rendered and for financial
- 5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.

- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs.
 Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- 6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
- 8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- 1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- 3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- 4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- **6.** Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- 9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.

- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- 11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- 1. Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- 3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- 5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

- 1. Coordinate required medical exams for each child and advise Private Partner of results.
- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- 3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- 5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- 7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Signature of Contracto

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Children's Home Society of NC

Contractor Name

President ICEO

Title

4/21/21

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or
 use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be
 taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary): See CHSNC locations on next page.

Street			
City, State, Zip Code			
Street	-	 _	
City, State, Zip Code			

Children's Home Society of North Carolina, Inc. Office Locations

Asheville

19 Zillicoa Street Asheville, NC 28801

Burlington

124 West Front Street - Burlington, NC - 27215 336-222-8783 1-800-632-1400

Charlotte

2200 East Seventh Street - Charlotte, NC - 28204 704-334-9955

Fayetteville

351 Wagoner Drive - Suite 309 - Fayetteville, NC - 28303 910-860-5534

Greensboro Triad Division Program Office

1002 Yanceyville Street - Greensboro, NC - 27405 336-274-1538

Greensboro Administrative Office

604 Meadow Street, Greensboro, NC - 27405 336-274-1538

Greensboro Family Life Education Office

1416 Yanceyville St. - Suite A Greensboro, NC - 27405 336-333-6890

Greenville

920-B Woodridge Park Road Greenville, NC - 27834 252-752-1166

Morganton

1601 South Sterling Street Morganton, NC - 28655 828-433-7498

Raleigh Triangle Division Office

7701 Six Forks Rd. Suite, 120 Raleigh NC 27615 919-676-4784 ext. 476

Wilmington -

Executive Office Park - 3205 E. Randall Pkwy, Suite 122, Wilmington, NC - 28403 910-794-3545

Winston-Salem

100 Northgate Park Drive, Winston Salem, NC 27106 336-896-0022

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Children's Home Society of North Carolina, Inc.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

- 1. The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- 9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Children's Home Society of North Carolina, Inc. **Disclosure Of Lobbying Activities** (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Fed	eral Action:	2. Status of Fede	ral Action:		3. Report	Type:		
a. contract b. grant c. coopera d. loan e. loan gu f. loan ins	ative agreement arantee	□ a. Bid/offer/a □ b. Initial Awa □ c. Post-Awan	pplication			nitial filing naterial change I Change Only: Quarter		
					Date Of Last	Report:		
4. Name and A	ddress of Reporting Entity		5. If I	Reporting E	ntity in No. 4 is t	Subawardee, Enter Name		
☐ Prime ☐ Subawardee	Tier (if known)			- 1 au 1 au 1				
Congressional D	istrict (if known)		Congres	sional Distri	ict (if known)			
6. Federal Dep	artment/Agency:		7. Fed	eral Prograi	m Name/Descrip	otion:		
			CFE	OA Number	(if applicable) _			
8. Federal Action	on Number (if known)		9. Awa	rd Amount	(if known) \$			
10. a. Name a (if individ	nd Address of Lobbying Endual, last name,	tity MI):	b.	Individuals different fro	Performing Ser m No. 10a.) (la	vices (including address if ast name, first name, MI):		
(attach Co	optimustion Shoot(a) SELLL A	#						
	ontinuation Sheet(s) SF-LLL-A Payment (check all that app				nuation Sheet(s) S at (check all that	SF-LLL-A, if necessary)		
\$		_ actual planned	□ a.	retainer		<i>αρριγ</i> .		
12. Form of Pay	ment (check all that apply)	;	b. one-time fee c. commission					
☐ a. cash ☐ b. In-kind; s					d. contingent fee e. deferred f. other; specify:			
	Value							
14. Brief Descrip Member(s) o	otion of Services Performed contacted, for Payment Indi	d or to be Performed a cated in Item 11(attack	nd Date(s) Continuation	of Services on Sheet(s) S	, including office F-LLL-A, if neces	er(s), employee(s), or sary):		
15. Continuation	Sheet(s) SF-LLL-A attach	ed:		Yes		No No		
title 31 U.S. activities is a reliance was was made or pursuant to 3 reported to ti	requested through this form C. section 1352. This disc material representation of placed by the tier above w entered into. This disclos 31 U. S. C. 1352. This inform the Congress semi-annually	losure of lobbying fact upon which hen this transaction ure is required rmation will be and will be	Title:	ne:		Date:		
the required not less than such failure.	public inspection. Any per disclosure shall be subject \$10,000 and not more tha	to a civil penalty of						
Federal Use Only			3	s [] []	Authorized for Standard Form	Local Reproduction		
					- Currully I VIII			



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CONFLICT OF INTEREST POLICY

The attached policy was reviewed and approved by the CHS Board of Trustees October 25, 2017 and was ratified by the Board of Trustees at the meeting held on January 27, 2021.

Approved by:

Children's Home Society of North Carolina, Inc.

<u>4/21/2021</u> Date Signature of Organization Official

Brian Maness President/CEO

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

Randolph County

i, <u>Patricia C. Jarvis</u>, Notary Public for said County and State, certify that

<u>Brian Maness</u> personally appeared before me this day and acknowledged

that he is the President/CEO of <u>Children's Home Society of North Carolina</u>, <u>Inc.</u>

and by that authority duly given and as the act of the Organization, affirmed that the foregoing

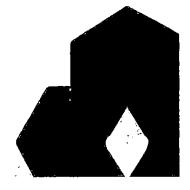
Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body
in a meeting held on the <u>27th day of January 2021</u>.

Sworn to and subscribed before me this 29th day of April 2021

Patricia C. Jarvis, Notary Public

My Commission expires October 21, 2022.

AOTARY (Official Seal) OFFICIAL PUBLIC SEALING SEALING



We Believe In Families.



Children's Home Society of NC BOARD CONFLICT OF INTEREST POLICY STATEMENT

(To be signed annually)

CHS board members are obligated always to act in the best interest of the organization. This obligation requires that any board member in the performance of CHS duties, seek only the furtherance of the CHS mission. At all times board members are prohibited from using their job title or role with the organization, the organization's name or property, for private profit or benefit.

CHS board members should neither solicit nor accept gratuities, favors, or anything of monetary value from contractors/vendors/clients. This is not intended to preclude bona-fide CHS fund raising activities.

No board member shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his/her knowledge, any of the following has a financial interest in that purchase

1. The board member, employee, or agent;

2. Any member of their immediate family;

3. Their partner:

4. An organization in which any of the above is an officer, director, or employee;

Appropriate and the second and the second arrangement concerning prospective employment.

Board members may not accept honoraria from the organization except where permitted by law. Board members may not be given preferential treatment/consideration for services that the agency provides.

A board member who is formally considering employment with CHS shall request in writing a temporary leave of absence from the board until the employment decision is concluded. Such a leave will be taken within the board member's elected term which will not be extended because of the leave.

Any possible conflict of interest shall be disclosed by the person or persons concerned.

When a conflict of interest is relevant to a matter requiring action by the Board of Trustees, the interested person shall call it to the attention of the Board of Trustees and said person shall not vote on the matter. In addition, the person shall not participate in the final deliberation of decision regarding the matter under consideration and shall retire from the room during the vote of the Board of Trustees. When there is a doubt as to whether a conflict exists, the matter shall be resolved by vote of the Board of Trustees, excluding the person concerning whose situation the doubt has arisen.

The official minutes of the Board of Trustees shall reflect that the conflict of interest was disclosed and the interested person was not present during the final decision or vote and did not vote on the matter.

The Conflict of Interest Policy has been reviewed by the board and has been ratified at the board meeting held on January 27, 2021.



PO Box 14608, Greensboro, NC 27415–4608 604 Meadow Street, Greensboro, NC 27405 336.274.1538 • 1.800.632.1400 CHSNC.ORG

State Grant Certification - No Overdue Tax Debts

04/21/2021

To: State Agency Head and Chief Financial Officer

Certification:

We certify that the Children's Home Society of North Carolina, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Cathy Levinson and Brian K. Maness being duly sworn, say that we are the Board Chair and President/CEO, respectively, of Children's Home Society of Greensboro in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

President/CEO

President/CEO

Sworn to and subscribed before me on the day of the day of said certification.

Take Charas My Commission Expires: 10/21/2022

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management: <a href="https://www.ncbarolina.org/ncbarolin

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

MS&NCD Form 0008 Eff. July 1, 2005 Revised July 18, 2006, 7/07, 8/09, 9/11

(Notary Signature and Seal)

We Believe In Families.

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

- 1. Insuring that all drivers (including employees, contractor's employees, and volunteers) shall be at least 18 years of age;
- 2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
- 3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
- 4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;
- 5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (Medicaid only)
- 6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (Medicaid only)
- 7. Contractor will maintain records documenting the following (County may require contractor to provide):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

•			
8. Disclosing, at the outset of the contract, upon renewal and upon reconvictions or other reasons for disqualifications from participation Medicaid or Title XX programs (signature on this form confirms the Signature)	quest, any in Medic is stateme	crir care, ent).	ninal
Agency/Organization NC, Fr.C. (Certification signature should be same as Contract signature.)		_	
2 ,			

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ucga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter-64/Article-2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.ne.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.nega.state.ne.us/Enacted).egislation/Statutes/PDF/BySection/Chapter 105/GS 105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/ITTML/BySection/Chapter 143/GS 143-48.5.html
- G.S. 143-59.1: http://www.nega.state.ne.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnnetedLegislation/Statutes/PDF/BySection/Chapter 143/GS 143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C; http://www.negn.state.ne.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143B/GS 143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a)
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [clicck one of the following boxes]
 - ☑ Neither the Contractor not any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

- country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	Children's Home Society of North Carolina, Inc.		
Contractor's Authorized Agent:	Signature Dai K. // (a. u.s.)		Date 4/21/2021
	Printed Name Brign K, Maness	Title President/CEO	
Witness:	Signature Gake C Jan		Date 4/21/21
	Printed Name Patiricia C, Jarvis	Title Director of Comp	

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: The Contractor that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

(Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018) Page 2 of 3

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature

<u>せい</u> Title

Signature

Samari Organization

(Certification signature should be same as Contract signature.)

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for Instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; of Children's Home Society of North Carollina, Inc.	o not leave this line blank.												
	2 Business name/disregarded entity name, if different from above								_					_
ge 3.	Check appropriate box for federal tax classification of the person whose nar following seven boxes.	me is entered on line 1. Che	eck only o	ne (of the								only to	_
s on pa	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate Exempt page 3):													
9 Z	Limited liability company. Enter the tax classification (C=C corporation, S	S-S corneration P-Partners	shini Þ			-	vend	n pay	00 0	Oue (را عا	' ^y '_		-
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification. LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax p is disregarded from the owner should check the appropriate box for the tax is disregarded from the owner should check the appropriate box for the tax p.	on of the single-member ow rom the owner unless the o ourposes. Otherwise, a sing	vner. Do r wner of th le-membe	ie L	LC is	٦		otion (if any		n FAT	CA	repo	rting	_
ğÇ	☐ Other (see instructions) ▶				,	1.						ebetu	the U.S.)	
Š	5 Address (number, street, and apt. or suite no.) See instructions.		Requeste	er s	name	and	add	ress	(opti	onal)	l			
Sea	604 Meadow Street 6 City, state, and ZIP code													
	Greensboro, NC 27405 7 List account number(s) here (optional)								—					-
	, , , , , , , , , , , , , , , , , , , ,													
Pai	Taxpayer Identification Number (TIN)	·								_	_			_
	your TIN in the appropriate box. The TIN provided must match the nar			So	cial s	ecur	ity n	umb	er					
	p withholding. For individuals, this is generally your social security numers and allow social security numers and allow social security numers.		ora [[\neg	_[٦
	s, it is your employer identification number (EIN). If you do not have a		ta L				-[_[
TIN, I			ř	<u>or</u>										
	If the account is in more than one name, see the instructions for line 1 er To Give the Requester for guidelines on whose number to enter.	I. Also see What Name a	and L	Em	ploye	er ide	enuti	Catio	<u> </u>	אמשור	or T	-	_	
MOTHE	er to dive the requester for guidelines of whose fidinger to effect.			5	6	-	0	5	2	9	9	4	6	
Par	II Certification			_	ш		1			_				_
_	penalties of perjury, I certify that:		-						_					_
	number shown on this form is my correct taxpayer identification num	ber (or I am waiting for a	a numbei	r to	be is	ssue	d to	me)	ı: an	d				
2. I ar Sei	n not subject to backup withholding because: (a) I am exempt from ba vice (IRS) that I am subject to backup withholding as a result of a failu longer subject to backup withholding; and	ckup withholding, or (b)	I have no	at t	been	noti	fied	by ti	he li	ntem				n
3. I ar	n a U.S. citizen or other U.S. person (defined below); and													
4. The	FATCA code(s) entered on this form (if any) indicating that I am exem	pt from FATCA reporting	g is corre	ect.										
you'h: acqui:	cation instructions. You must cross out item 2 above if you have been not refailed to report all interest and dividends on your tax return. For real estition or abandonment of secured property, cancellation of debt, contribut han interest and dividends, you are not required to sign the certification, it	state transactions, item 2 ions to an individual retire	does not ement arr	ap ang	ply, f geme	or n	norto RA),	gage and	inte gene	rest erally	paid /, pa	i, iyme	ints	e
Sign		C	Date ▶	4,	/21	/20	21							
	neral Instructions	• Form 1099-DIV (div funds)	vidends, i	inc	ludin	g th	ose	from	sto	cks	or r	nutu	al	
Section	on references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (v proceeds)	various ty	Nbe	s of	inco	me,	prize	es, 8	awar	ds.	or g	ross	
relate	Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.													
	Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions)													
		•						•					•	
infom	An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt)													
(SSN)	Individual taxpayer identification number (ITIN), adoption	• Form 1099-A (acqui			ando	nme	ent o	f sec	ure	d pro	pe	tv)		
(EIN),	yer identification number (ATIN), or employer identification number to report on an Information retum the amount paid to you, or other nt reportable on an Information return. Examples of Information	Use Form W-9 only alien), to provide you	y if you a	re:	a U.S					-	•		nt	
retum	etums include, but are not limited to, the following. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.													



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME:
PHONE
(A/C, No, Ext):
E-MAIL Meredith Tysor, AAI, CISR FAX (336) 375-7004 (336) 375-0600 Craft Insurance Center meredith.tysor@assuredpartners.com 823 North Elm Street ADDRESS: PO Box 14946 INSURER(S) AFFORDING COVERAGE NAIC# NC 27415 Capitol Specialty Insurance Corporation Greensboro INSURER A: INSURER B: Bridgefield Casualty Ins. Co. 10335 INSURED Children's Home Society of NC, Inc.; (see Name continued below) INSURER C: 604 Meadow Street INSURER D PO Box 14608 INSURER E : Greensboro NC 27415 INSURER F: CL214824907 REVISION NUMBER: **COVERAGES CERTIFICATE NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. AUDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) | (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 CLAIMS-MADE 10,000 MED EXP (Any one person) 1,000,000 04/05/2022 HS0278371105 04/05/2021 PERSONAL & ADV INJURY 3,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 3,000,000 PRO-JECT PRODUCTS - COMP/OP AGG POLICY Professional Liability 1,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) s 1,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY HIRED AUTOS ONLY HS0278371105 04/05/2021 04/05/2022 BODILY (NJURY (Per accidant) PROPERTY DAMAGE (Per accident) s 3 000,000 Aggregate , 2,000,000 UMBRELLA LIAB EACH OCCURRENCE OCCUR s 2,000,000 HS2021225401 04/05/2021 04/05/2022 EXCESS LIAB Α AGGREGATE CLAIMS-MADE DED | RETENTION S 0 ➤ PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ELL EACH ACCIDENT 04/05/2021 04/05/2022 8 ĪN 19631072 NIA 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT 1,000,000 Each Claim Professional Liability - Claims Made 04/05/2022 3,000,000 HS0278371105 04/05/2021 Aggregate DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Abuse & Molestation - Policy HS0278371105 - Effective 04/05/2021 to 04/05/2022 - Claims Made \$1,000,000 Each Incident Limit - \$2,000,000 Aggregate Limit . Retro Date for all Claims Made coverage is 12/05/1986.
Name Continued: Youth Homes, Inc.; Lifegains; Children's Home Society Foundation, Child Care Ministry, A division of Children's Home Society of NC, Inc.; Children's Home Society of NC, Inc. dba Youth Homes & Family Life Council & Lifegains CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Rowan County DSS 1813 E. Innes Street AUTHORIZED REPRESENTATIVE

NC 28146

levelth P. Typon

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Salisbury

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: Anna Bumgarner

DATE: 12/13/21

SUBJECT: Change Order for Contract with Carolina Family Connections

Rowan County Department of Social Services has an existing contract with Carolina Family Connections. The original contract amount was not to exceed \$60,000. Additional services are required from this vendor to meet the needs of children in Foster Care in Rowan County. The change order is for \$100,000 bringing the new not to exceed amount to \$160,000.

Attached proposed change order and original contract with Carolina Family Connections.

Purchasing Director and DSS Director recommends that the Board of Commissioners authorize the DSS Director to approve a change order with Carolina Family Connections for services needed to meet the needs of children in Foster Care in Rowan County for \$100,000 making the new contract amount not to exceed \$160,000.

ATTACHMENTS:

Description	Upload Date	Туре
change order	12/13/2021	Backup Material
contract	12/13/2021	Backup Material



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County	Manager	
FROM:	Micah Ennis, Director		
DEPT:	Social Services		. "
DATE:	12/6/2021		• .
SUBJECT:	Carolina Family Connections		
	<u> </u>	<u></u>	<u> </u>
	F CONTRACT:		
	isting contract and has been pre-		
	\$60,000.00. We have required a		
needs of chi	ildren in Foster Care for Rowan C	ounty. The new maxin	num for the contract will
be \$160,000).00 .		
			
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	CONTRACT	CERTIFICATION	
	CONTRACT	CENTIFICATION	•
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	ting this memorandum, I agi	· ·	,
	nd understand the terms of t		
	est of my knowledge the ter		
this contro	act are compliant with North	Carolina General S	Statutes, the Rowan
County Pu	rchasing Policy and any app	licable regulations.	
3. I have s	secured and attached in MUI	NIS the Certificate o	of Insurance.
-	· · · · · · · · · · · · · · · · · · ·	• . 	.
		. ~~	
		12/6/20	21
Signatura	of Director	DATE	•
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Contract Amendment Rowan County Department of Social Services

Fiscal Year Begins 7/1/2021 Ends 6/30/2022

Contract # 22121 Amendment #1 – Change Order effective 12/1/2021

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Agency: Carolina Family Connections

Program: To provide Family Foster Care to Foster Children in the custody of Rowan County DSS.

Effective Period of the Contract: December 1, 2021

This Contract Amendment amends the contract between the Rowan County Department of Social Services (the "County") and <u>Carolina Family Connections</u> (the "Contractor"). As provided for under the terms of the contract, The County and Contractor agree to amend the provision(s) indicated in Section II below.

SECTION II

Justification/Change to Contract: <u>This is an existing contract, approved by the County, however the initial maximum contracted amount was for \$60,000.00. An additional \$100,000.00 is being added to the contract to ensure the vendor can be paid for needed and rendered services. The new maximum not to exceed amount will be \$160,000.00.</u>

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective <u>December 1, 2021</u>.

Contractor	County
Carolina Jamily Connections	Rowan County DSS Mich Enn
By: Ritchie Melehon	By:
Title: President	Title:
Date: November 22, 2021	Date: 12/3/2021
This agreement has been preaudited in the manner required by Attest:	the Local Government Budget and Fiscal Control Act.
County:	Signature:
Title:	Date:

Contract Amendment Rowan County Department of Social Services

Fiscal Year Begins 7/1/2021 Ends 6/30/2022

Contract # 22121 Amendment #1 – Change Order effective 12/1/2021

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Agency: Carolina Family Connections

Program: To provide Family Foster Care to Foster Children in the custody of Rowan County DSS.

Effective Period of the Contract: <u>December 1, 2021</u>

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SECTION II

Justification/Change to Contract: This is an existing contract, approved by the County, however the initial maximum contracted amount was for \$60,000.00. An additional \$100,000.00 is being added to the contract to ensure the vendor can be paid for needed and rendered services. The new maximum not to exceed amount will be \$160,000.00.

SECTION III

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Contractor	County
Carolina Lamily Connections	Micah Ennis
By: Ritchia Muldun	Ву:
Title: President	Title: Director
Date: November 22, 2021	Date: 12/3/2021
This agreement has been preaudited in the manner required b	y the Local Government Budget and Fiscal Control Act.
County:	Signature:
Title:	Date:



ROWAN COUNTY CONTRACT MEMORANDUM

FROM:	Aaron Church, Rowan County Manager Micah Ennis, Interim Director
DEPT:	Social Services
DATE:	7 38 2021
SUBJECT:	Carolina Family Connections 2213
	·
PURPOSE O	F CONTRACT:
The vendor	provides therapeutic foster care to children who are placed in the custody of
RCDSS.	
_	
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•	
	CONTRACT CERTIFICATION
	· · · · · · · · · · · · · · · · · · ·
By submit	ting this memorandum, I agree that I have:
1. Read a	nd understand the terms of the contract.
2. To the l	best of my knowledge the terms, amount and activities surrounding
this contro	act are compliant with North Carolina General Statutes, the Rowan
County Pu	rchasing Policy and any applicable regulations.
3. I have :	secured and attached in MUNIS the Certificate of Insurance.
· 	
	574/2021
Cianatura	of Director

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

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

1.	Contract Documents: This Contract consists of the following documents: (1) This contract
	(2) The General Terms and Conditions (Attachment A)(3) The Scope of Work, description of services, and rate (Attachment B)
	(4) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I) (8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L) (11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water (16) Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3.	Effective Period: This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022, This contract must be twelve months or less.
4.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5.	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 60,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	 □ b. The Contractor's matching requirement is \$
Τŀ	The contributions from the Contractor shall be sourced from non-federal funds. ne total contract amount including any Contractor match shall not exceed \$60,000.00.
6.	Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

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

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

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

Ritchie Mulcum	4.6.2021
Signature	Date
Ritonie Melchor	Vice President
Printed Name	Title
COUNTY	
	5/4/2021
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micah Ennis	DIRECTOR
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Gover	nment Budget and Fiscal Control Act.
Danie M. Howden	7/30/2021
Signature of County Finance Officer	Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

Carolina Family Connections

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 20-5541568 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Carolina Family Connections
- 2. If different from Contract Administrator Information in General Contract:

Address

Геlephone Number:	Fax Number:	Email:			
3. Name of Program (s):					
4. Status: Public	Private,	Not for Profit	Private, For Profit		
5. Contractor's Financial Reporting Year July through June					
B. Explanation of Services t	o be provided and	l to whom (inclu	de SIS Service Code):		

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Family Foster Care

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates			
	Age 0-5	Age 6-12	Age 13+	
Foster Care				
Therapeutic Foster Care	\$475	\$581	\$634	
Residential Treatment (Level 2)				
Child Placing Agency	\$1,433	\$1,564	\$1,638	
Residential Child Caring Institution	\$4,279	\$4,437	\$4,516	
Standard Board and Treatment Rates	Dail	Daily Rates		
	Board	Treatment*		
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88]	
Residential Treatment Level 3, 5+ beds	\$33	\$189.75		
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71]	
Residential Treatment Level 4, 5+ beds	\$40	\$315.71	7	
*Treatment Rates set by DMA and are subject to change.				

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- 1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
- 2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 3. Share all information needed to ensure a good match/appropriate placement.
- 4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

- Provide data to the County annually or as needed for special projects or to address specific concerns.
- 2. Complete Quality Standards Tool and provide to the County annually. (see attached)
- 3. Complete *Outcome Data Dashboard* regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
- **4.** Ensure records are accessible for review for monitoring services rendered and for financial audits.
- 5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

- 1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs.
 Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.

- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- 6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- 7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
- **8.** For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- 1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- 3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- 4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- **6.** Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- 7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- 9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.

- 11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- 1. Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review
each child's progress toward meeting the goals of the out-of-home services agreement and
treatment plan.

- 2. Conduct in-person visits with each child at least once a month in the placement provider's
- 3. Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- 5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

- 1. Coordinate required medical exams for each child and advise Private Partner of results.
- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- 3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- 5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- 7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

Qpril 7, 2021 (Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- 2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- 3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

[]	He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or
	has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or
	employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
	of Congress in connection with a covered Federal action:

OR

- He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Ritinia Mulchan	View President
Signature	Title
Carolina Jamily Connections Contractor Name	april 7, 2021
Contractor Name	Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and

Address

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street 3141 amits Ct. Suite 200 City, State, Zip Code Charlotte, UL, 28215 Street City, State, Zip Code

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

- 1. The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000,000 or more and that all subrecipients shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- 9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1.	Type of Federal Action:	2. Status of Federal Action:		3. Report Type:	
	a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	□ a. Bid/offer/application □ b. Initial Award □ c. Post-Award		a. initial filing b. material change For Material Change Only: YearQuarter Date Of Last Report:	
4.	Name and Address of Reporting Entity:			ity in No. 4 is Subawardee, Enter Name	
	Prime Subawardee Tier (if known)		and Address of Prime:		
Cong	gressional District (if known)		Congressional Distric	t (if known)	
6.	Federal Department/Agency:		7. Federal Program	Name/Description:	
			CFDA Number (if applicable)		
8.	Federal Action Number (if known)		9. Award Amount (i	f known) \$	
10. a. Name and Address of Lobbying Entity (if Individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):			
	(attach Continuation Sheet(s) SF-LLL-A	, if necessary)	(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11.	Amount of Payment (check all that app	oly):	13. Type of Payment (check all that apply):		
12.	a. cash		a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):					
15.	Continuation Sheet(s) SF-LLL-A attach	ned:	☐ Yes	□ No	
	16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: Print Name: Title: Telephone No: Date:		
Fede	eral Use Only			Authorized for Local Reproduction Standard Form - LLL	

3141 Amity Court • Suite 200 Charlotte, NC 28215-5745 PHONE: 704.568.9753 FAX: 704.568.9756 www.carolinafamilyconnections.com

CAROLINA FAMILY CONNECTIONS POLICIES AND PROCEDURES MANUAL BOARD POLICY STATEMENT

Page D - 49 Page 1 of 4

Approved by: Curtis Ray

Revised

Last Issued: February 18, 2007

CONFLICT OF INTEREST

Purpose

The purpose of the conflict of interest policy is to protect the tax-exempt organization, Carolina Family Connections' interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of Carolina Family Connections (CFC) or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Definitions

Interested Person: any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest: a person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- An ownership pr investment interest in any entity with which CFC has a transaction or arrangement,
- A compensation arrangement with CFC or with any entity or individual with which CFC has a transaction or arrangement, or
- A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which CFC is negotiation a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial

A financial interest is not necessarily a conflict of interest. Under Procedures, item two, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Procedures

opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

Determining Whether a Conflict of Interest Exists: after disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

Procedures for Addressing the Conflict of Interest

- An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and vote on, the transaction or arrangement involving the possible conflict of interest.
- The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- After exercising due diligence, the governing board or committee shall
 determine whether CFC can obtain with reasonable efforts a more
 advantageous transaction or arrangement from a person or entity that would
 not give rise to a conflict of interest.
- If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in CFC' best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

Violations of the Conflicts of Interest Policy

- If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Records of Proceeding

The minutes of the governing board and all committees with board delegated powers shall contain:

- the names of the persons who disclosed or otherwise were found to have a
 financial interest in connection with an actual or possible conflict of interest,
 the nature of the financial interest, any action taken to determine whether a
 conflict of interest was present, and the governing board's or committee's
 decision as to whether a conflict of interest in fact existed.
- The names of the persons who were present for discussions and votes relating
 to the transaction or arrangement, the content of the discussion, including any
 alternatives to the proposed transaction or arrangement, and a record of any
 votes taken in connection with the proceedings.

Compensation

- A voting member of the governing board who receives compensation, directly
 or indirectly, from CFC for services is precluded from voting on matters
 pertaining to that member's compensation.
- A voting member of any committee whose jurisdiction includes compensation
 matters and who receives compensation, directly or indirectly, from CFC for
 services is precluded from voting on matters pertaining to that member's
 compensation.
- No voting member of the governing board or any committee whose
 jurisdiction includes compensation matters and who receives compensation,
 directly or indirectly, from CFC, either individually 6 or collectively, is
 prohibited from providing information to any committee regarding
 compensation.

Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- Has received a copy of the conflicts of interest policy.
- Has read and understands the policy.
- Has agreed to comply with the policy, and
- Understands CFC is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Carolina Family Connections

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICE	S Y
State of North Carolina	
County WYON	
1, Notary Public for said County that	
Pitchie MUCMOY personally appeared before me this d	ay and
acknowledged that he/she is of of of of [name of Organization]	
and by that authority duly given and as the act of the Organization, affirmed that the	foregoing Conflict of
Interest Policy was adopted by the Board of Directors/Trustees or other governing boon the day of day of	ody in a meeting held
Sworn to and subscribed before me this day of	_, 202-1
Majasha P. Milfon (Official Seal)	Notary Public
My Commission expires October 315+ , 20 23	
Instruction for Organization: Sign and attach the following pages after adopted by the Board of Director. governing body OR replace the following with the current adopted conflict	
Carolina Family Connections Name of Organization	
Ritchie, Mul una Signature of Organization Official	

D-49 page 4

Periodic Reviews

To ensure CFC operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic review shall, at a minimum, include the following subjects:

- Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- Whether partnerships, joint ventures, and arrangements with management organizations conform to CFC' written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Use of Outside Experts

When conducting the periodic reviews as provided above, CFC may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

CONFLICT OF INTEREST

Carolina Family Connections shall not supervise adoptive placements of members of their board of directors, governance structure, social services board, and county commission.

Carolina Family-Connections shall-not-supervise-adoptive placements of agency—employees and relatives of agency employees. Relatives include birth and adoptive parents, blood and half blood relative and adoptive relative including brother, sister, grandparent, great-grandparent, great-great grandparent, uncle, aunt, great-uncle, great-aunt, great-great uncle, great-great aunt, nephew, niece, first cousin, stepparent, stepbrother, stepsister, and the spouse of each of these relatives.

Private child-placing agencies shall not supervise adoptive placements of agency owners.

Ritchia Maleton	4.7-2021	
Signature	Date	

Sworn to and subscribed before me on the day of the date of said certification.

Washa P. Wolf My Commission Expires: Det. 3/3+ 2023

3141 Amity Court • Suite 200 Charlotte, NC 28215-5745 PHONE: 704.568.9753 FAX: 704.568.9756 www.carolinafamilyconnections.com

Date of Certification: July 1, 2021

To: Rowan County Department of Social Services

Certification:

We certify that Carolina Family Connections does not have any overdue tax debts, as defined by N.C.G.S 105-243.1, at the federal, State or local level. We further understand that any person who makes a false statement in violation of N.C.G.S 143C-6-23 is guilty of a criminal offense punishable as provided by N.C.G.S 143C-10-1b.

Sworn Statement:

Derek Hodgson and Ritchie Melchor being duly sworn, say that we are the Board Chair and Vice President, Respectively, of Carolina Family Connections of Charlotte, in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and described by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

will be reported to the ap	propriate authorities for further action.
Derd H	Odged Return Melchen
Board Chair	Vice President
STATE OF NORTH CAROL	NA
I, Nayasha P M	RG AUton, a Notary Public for the County of, do certify that Derek Hodgson and Ritchie Melchor personally appeared before
Me this day and acknowl	edged the due execution of the foregoing instrument.
Witness my hand and off	icial seal this 2th day of April 2021 Washa D Molton
5 TV	Notary Public Signature

Notary Public (Typed or Printed)

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

- 1. Insuring that all drivers (including employees, contractor's employees, and volunteers) shall be at least 18 years of age;
- 2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
- 3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
- 4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;
- 5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (Medicaid only)
- 6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (Medicaid only)
- 7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- 8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (signature on this form confirms this statement).

Ritchie Mulchen Signature	Title President
Curoling Jamily Connections Agency/Organization	4/7/21 Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

Revised 06-2015

State Certifications Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state,ne.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143/GS 143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - □ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	Carolina Janiely Connections
Contractor's Authorized Agent:	Signature Return Date 4-7-2021
	Printed Name Ritchie Melcher Title Unea Prosident
Witness:	Signature Derel Hodgel Date 4-7-2021
	Printed Name DEREK HODGEON Title Board Chair

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: The Contractor that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

(Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018)

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Ritaria Mulder Vice President

Signature Title

Canadina Jamily Connections

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

Form W-9 (Rev. October 2018) Department of the Tara

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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Internal Revenue Service

Date: February 26, 2007

CAROLIN FAMILY CONNECTIONS % RITCHIE MELCHOR 3915 LAUREL VW CIRCLE INDIAN TRAIL NC 28079-3401 Department of the Treasury P. O. Box 2508 Cincinnati, OH 45201

Person to Contact:
Ms. Mills 31-08706
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
20-5541568
Advance Ruling Period Ends:
June 30, 2011

Dear Sir or Madam:

This is in response to your request of February 26, 2007, regarding your organization's tax-exempt status.

In February 2007 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code until the Advance Ruling Period Ending date indicated in the header above.

Within 90 days from the end of the advance ruling period, your organization must submit to us information needed to determine whether it has met the requirements of the applicable support test during the advance ruling period. This information is currently supplied on the Form 8734, Support Schedule for Advance Ruling Period.

Contributions to your organization are deductible under section 170 of the Code. Grantors and contributors may rely on the determination that your organization is not a private foundation until 90 days after the end of its advance ruling period. If the organization submits the required information within 90 days, grantors and contributors may continue to rely on the advance determination until the Service makes a final determination of your organization's foundation status.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely.

Michele M. Sullivan, Oper. Mgr. Accounts Management Operations 1

Muhile M. Sullwar



CERTIFICATE OF LIABILITY INSURANCE

7/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT CLEO BLUE
NAME:
PHONE
(AC. No. Ext): 919-775-2205 PRODUCER FAX (A/C, No): 919-775-2365 **CLEO BLUE** ADDRESS: blueassc@windstream.net BLUE ASSOCIATES, LLC NAIC # 150 N. STEELE STREET INSURER(S) AFFORDING COVERAGE SANFORD, NC 27330 29742 Integon National INSURER B: Service American Indemnity Company INSURED INSURER C: Markel Insurance Company 38970 Carolina Family Connections INSURER D: American Alternative Insurance Corporatio 3141 Amity Court, Ste. 200 CHARLOTTE, NC 28215 INSURER E: INSURER F : **REVISION NUMBER:** CERTIFICATE NUMBER: 3277 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. COVERAGES POLICY EFF POLICY EXP ADDL SUBR POLICY NUMBER TYPE OF INSURANCE s 1000000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 07/01/21 07/01/22 COMMERCIAL GENERAL LIABILITY 99A2PL0019313-00 s 100000 D X CLAIMS-MADE OCCUR s \$5,000 MED EXP (Any one person) \$ \$1,000,000 PERSONAL & ADV INJURY \$\$3,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: s \$3,000,000 PRODUCTS - COMP/OP AGG POLICY PRO-COMBINED SINGLE LIMIT (En accident) OTHER: \$ 1,000,000 07/01/22 07/01/21 AUTOMOBILE LIABILITY 2009782757 BODILY INJURY (Per person) ANY AUTO BODILY INJURY (Per accident) SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) X EACH OCCURRENCE UMBRELLA LIAB OCCUR AGGREGATE **EXCESS LIAB** CLAIMS-MADE DED RETENTIONS PER STATUTE X ER 01/22/22 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 01/22/21 SATIS0393500 s 1,000,000 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 $\lfloor N \rfloor$ \$ 1,000,000 E.L. DISEASE - POLICY LIMIT yes, describe under DESCRIPTION OF OPERATIONS below \$1,000,000 QBSMMN000543 07/01/21 07/01/22 D & O DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Rowan County DSS 1813 East Innes Street Salisbury, NC 28146 AUTHORIZED REPRESENTATIVE © 1988-2015 ACORD CORPORATION. All rights reserved.

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: Anna Bumgarner

DATE: 12/13/21

SUBJECT: Change Order for Contract with Lutheran Family Services

Rowan County Department of Social Services has an existing contract with Lutheran Family Services. The original contract amount was not to exceed \$60,000. Additional services are required from this vendor to meet the needs of children in Foster Care in Rowan County. The change order is for \$100,000 bringing the new not to exceed amount to \$160,000.

Attached proposed change order and original contract with Lutheran Family Services.

Purchasing Director and DSS Director recommends that the Board of Commissioners authorize the DSS Director to approve a change order with Lutheran Family Services for services needed to meet the needs of children in Foster Care in Rowan County for \$100,000 making the new contract amount not to exceed \$160,000.

ATTACHMENTS:

Description	Upload Date	Type
contract	12/13/2021	Backup Material
change order	12/13/2021	Backup Material



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County Manager
FROM:	Micah Ennis, Interim Director
DEPT:	Social Services
DATE:	7/14/2021 Lutheran Family Services 22054
SUBJECT:	Lutheran Family Services 22054
PURPOSE C	DF CONTRACT:
The vendor	provides therapeutic foster care to children who are placed in the custody of
RCDSS.	
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	<u> </u>
	CONTRACT CERTIFICATION
	<u></u>
By suhmit	tting this memorandum, I agree that I have:
-	and understand the terms of the contract.
	best of my knowledge the terms, amount and activities surrounding
	act are compliant with North Carolina General Statutes, the Rowan
	urchasing Policy and any applicable regulations.
•	
s. inuve	secured and attached in MUNIS the Certificate of Insurance.
	7/2/2 - 1/
	5/4/221
Ciamatuus	of Director

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Lutheran Family Services (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or <u>Social Security Number</u> is 56-1286323 and DUNS Number (required if funding from a federal funding source). 03278148

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

	 This contract The General Terms and Conditions (Attachment A) The Scope of Work, description of services, and rate (Attachment B) Combined Federal Certifications (Attachment C) Conflict of Interest Policy (Attachment D) No Overdue Taxes (Attachment E) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I) Certification of Transportation (Attachment J) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf Certification (Attachment M) Attachment N - Non-Discrimination, Clean Air, Clean Water Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3.	Effective Period : This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022, This contract must be twelve months or less.
1.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5.	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$60,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	 □ b. The Contractor's matching requirement is \$
Τł	The contributions from the Contractor shall be sourced from non-federal funds. ne total contract amount including any Contractor match shall not exceed \$60,000.00.
3.	Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED B	Y US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title	Matt Hombree/Quality	Name & Title
Management Dire	ector Myra N. Griffie, COU	Director Myra_N. Coriffic, Coo
Company Name	Lutheran Family Services in the	Company Name Lutheran Family Services in the Coroling
Mailing Address	PO Box 947 2369 Corolinas	Street Address 1416 S. Martin Luther King, Jr. Ave.
City State Zip	Salisbury, NC 28145	City State Zip Salisbury, NC 28145
Telephone	704 -517-1071 -637-2870	
Fax	704-637-2950	
Email	mhembree@LSCarolinas.net M Cor	iffic @ Iscarolings, net

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

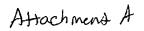
14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

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

7/11/1/	4-12-21
Signature	Date
Ted W. Goins, Jr.	CEO
Printed Name	Title
COUNTY	
	4/27/2021
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micah Ennis	Directu
Printed Name	Title
•	
This instrument has been pre-audited in the manner required by the Local Government	ent Budget and Fiscal Control Act.
Dame M. Howden	7/03/2021
Signature of County Finance Officer	Date



GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by

Default and Termination

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

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

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

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

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-1286323 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Lutheran Family Services in the Carolinas
- 2. If different from Contract Administrator Information in General Contract: Address

Telephone Numbe	r: Fax	Number:	Email:	
3. Name of Progra	am (s):			
4. Status:	_ Public	□ Private	, Not for Profit	Private, For Profit
5. Contractor's Fir	nancial Reporti	ng Year (October through	September
B. Explanation of	Services to be	provided as	nd to whom (incl	lude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Foster Care/Therapeutic Foster Care

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates				
	Age 0-5	Age 6-12	Age 13+		
Foster Care					
Therapeutic Foster Care	\$475	\$581	\$634		
Residential Treatment (Level 2)					
Child Placing Agency	\$1,433	\$1,564	\$1,638		
Residential Child Caring Institution	\$4,279	\$4,437	\$4,516		
Standard Board and Treatment Rates	Dai				
	Board	Treatment*			
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88			
Residential Treatment Level 3, 5+ beds	\$33	\$189.75			
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71			
Residential Treatment Level 4, 5+ beds	\$40	\$315.71			
*Treatment Rates set by DMA and are subject to change.					

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
- 2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 3. Share all information needed to ensure a good match/appropriate placement.
- 4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

- Provide data to the County annually or as needed for special projects or to address specific concerns.
- 2. Complete *Quality Standards Tool* and provide to the County annually. (see attached)
- 3. Complete *Outcome Data Dashboard* regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
- 4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
- 5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

- 1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- 2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.

- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- **6.** Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
- 8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- 1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- 4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- 7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.

- 11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- 1. Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.

- Conduct in-person visits with each child at least once a month in the placement provider's home.
- 3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- 5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

- 1. Coordinate required medical exams for each child and advise Private Partner of results.
- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- 3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- 5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Signature of Contractor

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- 2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- 3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- M He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure,

Signature

CEO

Title

Lutheran Family Services in the Carolinas

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or
 use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be
 taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and

Address

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactority in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street 1416 S. Martin Luther King, Jr. Ave				
City, State, Zip Code Salishury, NC 28144				
Street				
City, State, Zip Code				

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

- 1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities." in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- 2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- 9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Type of Federal Action:	Status of Federa	l Action:	3. Report Type:		
a contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. Bid/offer/app ☐ b. Initial Award ☐ c. Post-Award		☐ a. initial filing ☐ b. material change For Material Change Only: Year Quarter		
			Date Of Last Report:		
4. Name and Address of Reporting Entity:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:			
☐ Prime ☐ Subawardee Tier (if known)		and rigal obsider			
Congressional District (if known)		Congressional District (if known)			
6. Federal Department/Agency:		7. Federal Program Name/Description:			
			CFDA Number (if applicable)		
8. Federal Action Number (if known)		9. Award Amount (if known) \$			
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		 b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI): 			
(attach Continuation Sheet(s) SF-LLL-A	if necessary)	(attach Contin	uation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that ap	• • • • • • • • • • • • • • • • • • • •	13. Type of Payment (check all that apply):			
\$ actual planned 12. Form of Payment (check all that apply): a. cash b. ln-kind; specify: Nature Value		a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; spesify:			
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):					
15. Continuation Sheet(s) SF-LLL-A attac	hed:	☐ Yes	□ No		
16. Information requested through this for title 31 U. S. C. section 1352. This dis activities is a material representation or reliance was placed by the tier above was made or entered into. This disclopursuant to 31 U. S. C. 1352. This infreported to the Congress semi-annual available for public inspection. Any pet the required disclosure shall be subject not less than \$10,000 and not more the such failure.	sclosure of lobbying of fact upon which when this transaction sure is required ormation will be ly and will be erson who fails to file at to a civil penalty of	Signature: Print Name: Title: Telephone No:	Date:		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL		

Lutheran Family Services CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of NORTH CAROLINA	
County RUWAN	
I, <u>KAREN K. MADDRY</u> , Notary	Public for said County and State, certify
acknowledged / personally app	eared before me this day and
that he/she is PRESIDENT of LUTHERAN FAMILY SELVICES IX [name	リタルモ CARの、ハタコ of Organization]
and by that authority duly given and as the act of the Organiza	ation, affirmed that the foregoing Conflict of
Interest Policy was adopted by the Board of Directors/Trustee	s or other governing body in a meeting held
on the THA day of November, 2016.	
Sworn to and subscribed before me this 12th day of	PRIC 2001
Karenk Maddry (Official Seal)	Karen K. Maddry Notary Public Rowan County North Carolina Notary Public
My Commission expires	_ 20 <u>੨੨</u>
Instruction for Organization: Sign and attach the following pages after adopted by governing body OR replace the following with the cur	
Name of Organization	
Signature of Organization Official	

Title: INTEGRITY AND BUSINESS ETHICS Page 1 of 2

Manual: LSC Policies and Procedures Section: Personnel

Date Approved: 11/22/83 Date(s) Revised: 5/22/13 Approved by:

Policy Statement:

LSC believes the most priceless asset of an employee or the institution is its integrity. Its traditions of honesty and highly ethical conduct are a source of pride and trust. At every level of organization, all applicable laws and regulations are to be obeyed. LSC will not tolerate efforts to achieve business objectives at the cost of violations of law and/or unscrupulous dealings.

An employee may accept gainful outside employment to be performed in regular off-duty hours, but only when such employment involves no direct or indirect conflict of interest. In addition, the employee may not be called from his job during regular working hours in order to perform any outside work.

No employee may accept gainful outside employment which would in any way compromise the position of the individual or LSC with firms or individuals doing business with or desiring to do business with LSC.

LSC child and family services employees are required to submit a request for secondary employment in writing to the immediate supervisor, who approves or denies the request. LSC child and family services employees shall not be employed with any agency that is a competitor of LSC. Employees are prohibited form engaging in any activity that conflicts with the interest of the agency, its services or its clients.

A conflict of interest is deemed to occur when one of the situations below is in existence:

- 1. An employee, or a member of his/her family, has a financial interest in another company or organization and at the same time has any job-related dealings with or the power to influence decisions regarding that outside interest; or
- 2. The performance or competence of an employee in his/her job is adversely affected by external involvements.

Secondary employment that creates a conflict of interest, employment with a competitive agency, and/or negative job performance resulting from secondary employment will be handled through the disciplinary action system; up to and including termination.

No official or employee of LSC is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in the negotiating, making, accepting, or approving any contract or subcontract in connection with a project, such contract or subcontract. No engineer, attorney, inspector or other person performing service for LSC in connection with a project shall have directly or indirectly, a financial or other personal interest, other than his employment or retention in any contract or subcontract in connection with any project.

Title: INTEGRITY AND BUSINESS ETHICS

Manual: LSC Policies and Procedures Section: Personnel

Date Approved: 11/22/83 Date(s) Revised: 5/22/13 Approved by:

It shall be against the policy of LSC for any employee or the employee's immediate family to directly or indirectly, corruptly ask, demand, exact, solicit, accept, receive, or agree to receive anything of value for himself or any other person or entity. This includes in return for:

Page 2 of 2

A. Being influenced in the performance of his job;

- B. Being influenced to commit or aid in committing, or to collude in, or allow, any fraud, or to make opportunity for the commission of any fraud on LSC; or
- C. Being induced to do or admit to do any act in violation of his official duties.

Child & Family Services:

The following guidelines cover some of the more important areas of ethical conduct related to conflict of interest or apparent conflict of interest:

- When private practice has been approved by the President/CEO as secondary employment, the names of employees engaged in private practice may be included on a list of referrals provided to clients or others. No referrals will be made exclusively to employees engaged in private practice or consultation. Similarly, an employee shall not make a referral to himself or herself.
- When a former employee engages in private practice or business, the name of the former employee may be included on a list of referrals provided to clients or others. No referrals
- will be made exclusively to former employees engaged in a private practice or other business enterprise.
- Employees and consultants shall hold no direct or indirect financial interests in the assets, leases, business transactions, or professional services of this agency.
- Employees shall neither release confidential information without the appropriate authorization, nor use confidential information regarding clients or other employees for their personal gain or benefit.

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ABOVE-NAMED POLICY, WHICH IS STILL IN FULL FORCE AND EFFECT.

Ted W. Goins, Jr.

Chief Executive Officer

Lutheran Family Services in the Carolinas



EXCERPT FROM LUTHERAN FAMILY SERVICES IN THE CAROLINAS BYLAWS

ARTICLE XIII

Disclosure of Interest of Member of Board of Trustees

Section 1. Members of the Board will perform their duties and responsibilities on behalf of LFS in an objective and lawful manner, using good business judgment and high moral standards. All decisions of the Board will be made consistent with these criteria and will be based on what is in the best interests of LFS. As a result, members of the Board will avoid a conflict of interest with this responsibility. A conflict of interest occurs if an outside interest has the potential to influence the objectivity of the Board member in meeting his or her responsibilities to LFS.

Section 2. Any member of the Board of Trustees having a possible conflict of interest in any matter concerning this corporation or any of its affiliate corporations will not vote or use personal influence on the matter, and that Board member will not be counted in determining the quorum for the meeting, even where permitted by law. The minutes of the meeting will reflect that a disclosure was made, the abstention from voting, and quorum status.

Section 3. Members of the Board of Trustees will complete LFS's conflict of interest disclosure statement within thirty (30) days of commencement of their term on the Board, annually in September thereafter, and in the interim when there is a change in the information disclosed therein. The disclosure statement will be reviewed by the Executive Committee with any conflict to be disclosed to the full Board at the next meeting of the Board.

Section 4. The foregoing requirements will not be construed as preventing a member of the Board of Trustees from stating briefly a position in the matter, or from answering pertinent questions from other Board members since that person's knowledge may be of great assistance.

Section 5. LFS will at no time conduct business with any firm in which the Board member or immediate family member is employed or has an ownership interest. Immediate family member will include spouse, parents, siblings, and children. This section will not be construed as barring LFS from conducting business with any publicly traded entity in which any such person has a 5% or less ownership interest.

I hereby certify that the foregoing is a true and correct excerpt from Bylaws approved by the Lutheran Family Services in the Carolinas Board of Trustees effective November 7, 2016.

Karen K. Maddry Corporate Secretary

4/12/21

_____(Date)

Conflict of Interest Policy Example

9

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

- A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.
- B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.
- C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
 - 1. The Board member or other governing person, officer, employee, or agent;
 - 2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
 - 3. An organization in which any of the above is an officer, director, or employee;
 - 4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.
- E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

- G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:
 - The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
 - The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:
##ContractorName## Name of Organization
Signature of Organization Official
Date



Attachment E - No Overdue Tax Debts

Date: April 12, 2021

To: County Department of Social Services

Certification:

We certify that Lutheran Family Services in the Carolinas does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Eric Hoyle and Ted Goins being duly sworn, say that we are the Board Chair and CEO, respectively, of Lutheran Family Services in the Carolinas of Salisbury in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: /2/30/22

Karen K. Maddry Notary Public Rowan County North Carolina

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

Page 1 of 1

Rev. 7-1-2012

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

- 1. Insuring that all drivers (including employees, contractor's employees, and volunteers) shall be at least 18 years of age;
- 2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
- 3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
- 4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;
- 5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (Medicaid only)
- 6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (Medicaid only)
- 7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- 8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (signature on this form confirms this statement).

Signature

CEO

Title

Agency/Organization

CEO

Title

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

Revised 06-2015

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S.:143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143/GS 143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143B/GS 143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

- country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	Lutheran Family Services in the O	arolinas	
Contractor's Authorized Agent:	Signature Signature		Date <u> </u>
	Printed Name Ted W. Coins Jr.	Title <u>CEO</u>	
Witness:	Signature Dona Brach		Date 4-12-21
	Printed Name Donna Brooks	Title Admin.	455+,

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: The Contractor that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

(Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018)

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature

Agency/Organization

(Certification signature should be same as Contract signature.)



Evangelical Lutheran Church in America Group Exemption Number: 9386

CERTIFICATION OF FEDERAL INCOME TAX EXEMPTION UNDER SECTION 501(c)(3)

for

Lutheran Family Services in the Carolinas 1416 S. Martin Luther King, Jr. Ave. Salisbury, NC 28144

EIN: 56-1286323

Lutheran Family Services in the Carolinas is an affiliated social ministry organization recognized by the Evangelical Lutheran Church in America (ELCA) as being included under our Group Exemption Ruling. This inclusion establishes that this entity is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation as defined in Code Section 509(a). The <u>four-digit</u> Group Exemption Number <u>9386</u> is the same for the ELCA, its synods, its congregations, and its related entities. The <u>nine-digit</u> Employer Identification Number is different for each synod, for each congregation, and for other employing entities. The nine-digit number is used, for example, when federal withholding and Social Security contributions are filed by the employer.

The IRS issued the attached Group Exemption Letters dated April 5, 1988 and July 13, 1988, to the ELCA. In accordance with the terms of the April 5, 1988, letter, entities affiliated with the ELCA, who have provided the ELCA with their federal employer ID number, are exempt from Federal Income Tax under ELCA's Group Exemption Ruling.

April 19, 2016

Very truly yours,

Phillip H. Harris General Counsel

Attachments
April 5, 1988, ELCA Group Ruling Recognition
July 13, 1988, ELCA GEN Assigned

District Director 230 S. Dearborn St., Chicago, Illinois 60604

Evangelical Lutheran Church In America 8765 West Higgins Road Chicago, IL 60631 Person to Contact:
Peter J. Mazarakos, Jr.
Telephone Number:
(312) 886-12.8
Refer Reply to:
EO: 201:PJM
Employer Identification Number:
41-1568278
Effective Date of Group
Exemption Ruling:
January 1, 1988

Date: APR - 5 1929

Dear Applicant:

We have considered your application for a group exemption letter recognizing your subordinates as exempt from Federal Income Tax as organizations of the type described in Section 501(c)(3) of the Internal Revenue Code.

Our records shows that you were recognized as exempt from Federal Income Tax under Section 501(c)(3) of the Code. The exemption letter remains in effect.

Based on the information supplied, we recognize your named subordinates on the list you submitted as exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code.

Additionally, we have classified the organizations you operate, supervise, or control, and which are covered by your notification to us as organizations that are not private foundations because they are organizations of the type described in Sections 509(a)(1) 509(a)(2) or 509(a)(3) of the Code.

Donors may deduct contributions to you and your subordinates as provided in Section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal Estate and Gift Tax purposes if they meet the applicable provisions of Sections 2055, 2106 and 2522 of the Code.

APR 08 1988

Evangelical Lutheran Church In America

You and your subordinates are not required to file Federal Income Tax Returns as long as a tax-exempt sta+us is maintained. But under Section 511 of the Code, an organization is subject to tax on its unrelated business taxable income. If you or your subordinates are subject to the tax, you must file an income tax return Form 990-T, Exempt Organization Business Income Tax Return.

You are not required to file Form 990, Return of Organization Exempt from Income Tax, if you meet the exception in Section 6033(a)(2)(A)(i) of the Code. Your subordinates are also not required to file Form 990 if they qualify as churches or intergrated auxiliaries of churches or otherwise meet the exceptions in Section 1.6033-2(g) of the Income Tax Regulations.

As of January 1, 1984, you and your subordinates are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more to each of your employees during a calendar year. You and your subordinates are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

A church or a qualified church-controlled organization as defined in section 3121(w)(3) of the Code however, may elect to exclude the wages paid to employees (other than for services performed in an unrelated trade or business) from social security taxes. This election must be made by filing Form 8274 by the day before the date your first quarterly employment tax return would be due under the revised law. If you or your subordinaes make this election, your employees who earn \$100 or more during a calendar year become liable for the payment of self-employment tax under section 1402 on the wages that you pay them. Once having made this election, you or your subordinates may not revoke it. For further information regarding this election please contact your Key District Director.

Evangelical Lutheran Church In America

Each year, at least 90 days before the end of your annual accounting period, please send the items listed below to the Internal Revenue Service Center at the address shown below.

- 1. A statement describing any changes during the year in the purpose, character, or method of operation of your subordinates;
- 2. A list showing the names, mailing addresses (including Postal Zip Code), actual addresses if different, and employer identification numbers of subordinates that since your previous report:
 - a: Changed names and addresses;
 - b. Were deleted from your roster; or
 - c. Were added to your roster.
- 3. For subordinates to be added, attach:
 - a. A statement that the information on which your present group exemption letter is based applies to the new subordinates;
 - b. A statement that each has given you written authorization to add its name to the roster;
 - c. A list of those to which the Service previously issued exemption rulings or determination letters;
 - d. A statement that none of the subordinates is a private foundation as defined in Section 509(a) of the Code if the group exemption letter covers organizations described in Section 501(c)(3);
 - The street address of subordinates where the mailing address is a P.O. Box; and
 - f. The information required by Revenue Procedure 75-50, 1975-2 C. B. 587 for each subordinate that is a school claiming exemption under Section 501(c)(3). Also include any other information necessary to establish that the school is complying with requirements of Revenue Ruling 71-447. 1971-2 C. B. 230. This is the same information required by Schedule A, Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code.

Evangelical Lutheran Church In America

4. If applicable, a statement that your group exemption roster did not change since your previous report.

The above information should be sent, "Attention: Entity Control Unit," to the following address:

Internal Revenue Service Center Ransas City, Missouri 64999

This determination does not apply to any of your subsidiaries organized and operated in a foreign country.

We are enclosing a copy of Revenue Procedure 75-50. This sets forth guidelines and recordkeeping requirements for private schools recognized as exempt from Federal Income Tax under Section 501(c)(3) of the Code. You should advise those subordinates that operate schools of the requirement of this procedure.

The Service Center that processes your returns will send you a Group Exemption Number. You are required to include this number on each Form 990, Return of Organization Exempt from Income Tax and Form 990-T, Exempt Organization Business Income Tax Return. Please advise your subordinates of this requirement and provide them with the Group Exemption Number.

The prior group exemption letters of the following subordinates are superseded:

The American Lutheran Church, Lutheran Church in America, and Association of Evangelical Lutheran Churches.

Please notify each of the above subordinates that their exemption letter is superseded.

Sincerely yours,

R. S. Wintrode S. District Director

Internal Revenue Service

8765 W. Higgins Rd. Chicago, Il. 60631

Evangelical Lutheran Church

Internal Revenue Service Center

In America

Midwest Region Kansas City, Missouri Department of the Treasury

2306 E. Bannister Rd., Kansas City, Mo. 64131

Person to Contact: Ms. Martha Ala

Telephone Number: (All) 926-5401

Refer Reply to: Entity Control Unit

Date: July 13, 1988

Group Exemption Number: 9386

Dear Officer or Trustee:

The four-digit Group Exemption Number (GEN) as shown above has been assigned to your organization. This number is not to be confused with the nine-digit Employer Identification Number (EIN) previously assigned to your organization.

Form 990 (Return of Organization Exempt from Income Tax) and instructions require each central organization and its subordinates to show their group exemption number (GEN) in Item G of Form 990 in addition to their EIN.

Please advise any of your subordinates that are required to file an annual information return, Form 990, to place your group exemption number on their return.

If you have any questions, please contact the person whose name and telephone number are shown above.

Thank you for your help in this matter.

Sincerely yours,

Manager Entity Control Uni

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.													
	Lutheran Family Services in the Carolinas													
	2 Business name/disregarded entity name, if different from above													
oage 3	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.							certain entitles, not individuals; see						
5 ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate								Instructions on page 3):						
Exempt payee code (if any Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)								' ' ''—		_				
ar t	Note: Check the appropriate box in the line above for the tax classification	of the single-member owns	er Dog	not i	chack	,	/ A De	nèlon	fran	. E^	FC A	rone	rtina	
👅 9 LLC If the LLC is classified as a single-member LLC that is distangified from the owner unless the owner of the LLC is L								Exemption from FATCA reporting code (if any)						
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Š	5 Address (number, street, and apt. or suite no.) See instructions.		equest	er's	name		•					-	., 0	~
See	PO Box 2369	"						,	(- F -		•			
(A)	6 City, state, and ZIP code													
	Salisbury, NC 28145-2369													
	7 List account number(s) here (optional)							_						
Par	Taxpayer Identification Number (TIN)				-	-		_						_
Enter	your TIN in the appropriate box. The TIN provided must match the name	e given on line 1 to avoid	<u>:</u>	So	cial s	ecuri	ty n	umb	er		-			
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Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Employer Identification number]								
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	penalties of perjury, I certify that:													
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	onger subject to backup withholding; and	•												
	a U.S. citizen or other U.S. person (defined below); and													
	FATCA code(s) entered on this form (if any) indicating that I am exempt													
Certifi you ha	cation instructions. You must cross out item 2 above if you have been no ve falled to report all interest and dividends on your tax return. For real esta	tifled by the IRS that you a	are cur	ren	tiy su	bjec	t to	back	(up	with	hold	ing t	oeca	use
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other t	han interest and dividends, you are not suited to sign the certification, but	it you must provide your o	correct	TIÑ	i. Se	e the	ins	truct	lons	for	Part	II, la	ter.	
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Here	U.S. person▶	Da	te ▶											
	General Instructions • Form 1099-DIV (dividends, including those from stocks or mutual funds)					ıal								
noted.	Section references are to the Internal Revenue Code unless otherwise noted. • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)					S								
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted transactions by brokers).														
	after they were published, go to www.lrs.gov/FormW9. • Form 1099-S (proceeds from real estate transactions)													
Pur	cose of Form	• Form 1099-K (merch	ant ca	rd a	ınd ti	hird	parl	ty ne	two	rk tı	ans	actic	ons)	
	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	 Form 1098 (home me 1098-T (tultion) 	ortgage	e in	teres	t), 10	098	-E (s	tud	ent l	oan	inte	rest),
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• Forn	 Form 1099-INT (Interest earned or paid) be subject to backup withholding. See What is backup withholding, later. 													



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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	DUCER					CONTAC NAME:						
Hawley & Associates, LLC				PHONE (425) 462-4758 FAX (A/C, No.): (425) 462-4783								
11911 NE 1st St., Ste. B102				E-MAIL andy@hawleyandassociates.com								
					INSURER(S) AFFORDING COVERAGE NAIC							
Bell	evue				WA 98005	INSURE	02-10	pec Ins Corp			10328	
INSU	RED	- -				INSUREI	0 11 0	e				
		Lutheran Family Services in the	Carol	inas; I	LFS Properties, Inc., DBA:	INSURE						
		1416 S. Martin Luther King Jr. Av	æ.		•	INSURE	-					
		3										
		Salisbury			NC 28145	INSURE			· -· · · ·			
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									MED EXP (Any one person)	\$ 10,0	00	
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	GENLA	GGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,00	0,000		
	PO	DLICY PRO-									PRODUCTS - COMP/OP AGG	\$ 3,00
	ОТ	THER:							Employee Benefits	\$ 1,00	0,000	
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		Rowan County DSS				, ,,,,,,,						
		Att: Elizabeth Garcia				AUTHOR	RIZED REPRESEN	ITATIVE				
		1813 East Innes St										
Salisbury NC 28146 May 16 May												
		<u> </u>						•				



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County	Vlanager		
FROM:	Micah Ennis, Director		•	
DEPT:	Social Services	•		
DATE:	12/6/2021		•	: .
SUBJECT:	Lutheran Family Services			
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·				· - · · .
PURPOSE O	CONTRACT:			
This is an ex	isting contract and has been prev	iously approved, how	ever the contract	
maximum is	\$60,000.00. We have required ac	ditional services from	this vendor to mee	et the
needs of chi	ldren in Foster Care for Rowan Co	unty. The new maxim	um for the contract	t will
be \$160,000	.00.	The second secon		
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	<u>CONTRACT (</u>	CERTIFICATION		
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By submitt	ing this memorandum, I agr	ee that I have:	•	
	nd understand the terms of t		•	
	est of my knowledge the teri		tivities surroundi	ina
	ct are compliant with North			_
			idiales, the now	un
	rchasing Policy and any appl			
3. I nave s	ecured and attached in MUN	IIS the Certificate o	f Insurance.	
			•	
	,			
· · · · · · · · · · · · · · · · · · ·		12/6/2021		
Signature	of Director	DATE		

Contract Amendment Rowan County Department of Social Services

Fiscal Year Begins 7/1/2021 Ends 6/30/2022

Contract #22056
Amendment #1 – Change Order effective 12/1/2021

SECTION I

Agency: Lutheran Family Services

Program: <u>To provide Therapeutic Foster Care and Residential Treatment to Foster Children in the custody of Rowan County DSS.</u>

Effective Period of the Contract: <u>December 1, 2021</u>

This Contract Amendment amends the contract between the Rowan County Department of Social Services (the "County") and Lutheran Family Services (the "Contractor"). As provided for under the terms of the contract, The County and Contractor agree to amend the provision(s) indicated in Section II below.

SECTION II

Justification/Change to Contract: This is an existing contract, approved by the County, however the initial maximum contracted amount was for \$60,000.00. An additional \$100,000.00 is being added to the contract to ensure the vendor can be paid for needed and rendered services. The new maximum not to exceed amount will be \$160,000.00.

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective <u>December 1, 2021</u>.

Contractor	County
	Mich Ennis
By: Ted W. Cooms, Jr.	Ву:
Title: ('EC)	Title: Director
Date: 11-23-21	Date: 12/3/202/
This agreement has been preaudited in the manner required by Attest:	the Local Government Budget and Fiscal Control Act.
County:	Signature:
Title:	Date:

Contract Amendment Rowan County Department of Social Services

Fiscal Year Begins 7/1/2021 Ends 6/30/2022

Contract #22056
Amendment #1 – Change Order effective 12/1/2021

SECTION I

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Program: <u>To provide Therapeutic Foster Care and Residential Treatment to Foster Children in the custody of Rowan County DSS.</u>

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Contractor	County
By: Ted W. Goins, Jr.	By: Micah Ennis
Title: CFO	Title: Director
Date: 11-23-21	Date: 12/3/2021
This agreement has been preaudited in the manner required by Attest:	the Local Government Budget and Fiscal Control Act.
County:	Signature:
Title:	Date:

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: Anna Bumgarner

DATE: 12/13/21

SUBJECT: Change Order for Contract with Thompson Child & Family

Rowan County Department of Social Services has an existing contract with Thompson Child & Family. The original contract amount was not to exceed \$60,000. Additional services are required from this vendor to meet the needs of children in Foster Care in Rowan County. The change order is for \$100,000 bringing the new not to exceed amount to \$160,000.

Attached proposed change order and original contract with Thompson Child & Family.

Purchasing Director and DSS Director recommends that the Board of Commissioners authorize the DSS Director to approve a change order with Thompson Child & Family for services needed to meet the needs of children in Foster Care in Rowan County for \$100,000 making the new contract amount not to exceed \$160,000.

ATTACHMENTS:

Description	Upload Date	Type
change order	12/13/2021	Cover Memo
contract	12/13/2021	Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County I	vlanager
FROM:	Micah Ennis, Director	
DEPT:	Social Services	
DATE:	12/6/2021	
SUBJECT:	Thompson Child & Family	
11.	· · · · · · · · · · · · · · · · · · ·	
	F CONTRACT: isting contract and has been prev	iously approved, however the contract
		ditional services from this vendor to meet the
needs of chi	ldren in Foster Care for Rowan Co	ounty. The new maximum for the contract will
be \$160,000	.00.	
· · · · · · · · · · · · · · · · · · ·		<u>and the state of </u>
: . · · ·		
		<u> </u>
- 1. 121 - 2.1	CONTRACT	CERTIFICATION
Ry submit	ting this memorandum, I agr	ee that I have:
17 17		
	nd understand the terms of t	en in Charles and Marie and Later and Marie Ambility of the control of the con-
		ms, amount and activities surrounding
this contro	ict are compliant with North	Carolina General Statutes, the Rowan
County Pu	rchasing Policy and any appl	icable regulations.
		IIS the Certificate of Insurance.
		a
		12/6/2021
		10/4/20
Signature	of Director	DATÉ

Contract Amendment Rowan County Department of Social Services

Fiscal Year Begins 7/1/2021 Ends 6/30/2022

Contract #22077
Amendment #1 — Change Order effective 12/1/2021

SECTION I

Agency: Thompson Child & Family

Program: <u>To provide Family Foster Care</u>, <u>Therapeutic Foster Care and Residential Treatment to Foster Children in the custody of Rowan County DSS.</u>

Effective Period of the Contract: December 1, 2021

This Contract Amendment amends the contract between the Rowan County Department of Social Services (the "County") and Thompson Child & Family (the "Contractor"). As provided for under the terms of the contract, The County and Contractor agree to amend the provision(s) indicated in Section II below.

SECTION II

Justification/Change to Contract: <u>This is an existing contract, approved by the County, however the initial maximum contracted amount was for \$60,000.00. An additional \$100,000.00 is being added to the contract to ensure the vendor can be paid for needed and rendered services. The new maximum not to exceed amount will be \$160,000.00.</u>

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective **December 1, 2021**.

Contractor	County
Andread Smith	
By: _Andrea Smith	By: Micah Ennis
Title: Chief Administrative Officer	Title: Director
Date:11/19/2021	Date: 11/22/2021
This agreement has been preaudited in the manner requi	ired by the Local Government Budget and Fiscal Control Act.
County:	Signature:
Title:	Date:

Contract Amendment Rowan County Department of Social Services

Fiscal Year Begins 7/1/2021 Ends 6/30/2022

Contract #22077
Amendment #1 – Change Order effective 12/1/2021

SECTION I

Agency: Thompson Child & Family

Program: <u>To provide Family Foster Care</u>, <u>Therapeutic Foster Care and Residential Treatment to Foster Children in the custody of Rowan County DSS</u>.

Effective Period of the Contract: December 1, 2021

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SECTION !!!

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective <u>December 1, 2021</u>.

County
By: Micch Ennis
Title: Drector
Date:11/22/2021
the Local Government Budget and Fiscal Control Act.
Signature:
Date:



ROWAN COUNTY CONTRACT MEMORANDUM

TO: FROM: DEPT: DATE: SUBJECT:	Aaron Church, Rowan County Manager Micah Ennis, Director Social Services ¬(IP(AAA) Thompson Child and Family Focus Contract	ANG 1 6 2021
	PF CONTRACT:	
RCDSS.	provides therapeutic foster care to children who are p	placed in the custody of
<u> </u>		
:	RECEIVED	
	AUG - 6 2021	
	ROWAN COUNTY HUMAN RESOURCES	
	CONTRACT CERTIFICATION	· · · · · · · · · · · · · · · · · · ·
1. Read at 2. To the I this control County Pu	tting this memorandum, I agree that I have: and understand the terms of the contract. best of my knowledge the terms, amount and a act are compliant with North Carolina General archasing Policy and any applicable regulations secured and attached in MUNIS the Certificate	Statutes, the Rowan of Insurance.

DATE

Signature of Director

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

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

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Thompson Child and Family Focus (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or <u>Social Security Number</u> is 56-0547460 and DUNS Number (required if funding from a federal funding source). 74493560

	 (1) This contract (2) The General Terms and Conditions (Attachment A) (3) The Scope of Work, description of services, and rate (Attachment B) (4) Combined Federal Certifications (Attachment C) (5) Conflict of Interest Policy (Attachment D) (6) No Overdue Taxes (Attachment E) (7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I) (8) Certification of Transportation (Attachment J) (9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L) (11)State Certification (Attachment M) (12)Attachment N - Non-Discrimination, Clean Air, Clean Water (16) Contract Determination Questionnaire (required) These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3.	Effective Period: This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022, This contract must be twelve months or less.
4.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5.	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$60,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	 □ b. The Contractor's matching requirement is \$
Th	The contributions from the Contractor shall be sourced from non-federal funds. ne total contract amount including any Contractor match shall not exceed \$60,000.00.
6.	Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

Contract-General (06/15)

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS		
Name & Title	Andrea Smith, Chief Administrative	Name & Title	Andrea Smith, Chief Administrative	
Officer		Officer		
Company Name	Thompson Child and Family Focus	Company Name	Thompson Child and Family Focus	
Mailing Address	6800 St. Peter's Lane	Street Address	6800 St. Peter's Lane	
City State Zip	Matthews NC 28105	City State Zip	Matthews NC 28105	
Telephone	704-644-4419			
Fax	704-531-9266			
Email	asmith@thompsoncff.org			

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

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

Audrea B. Smith

Chief Administrative Officer

Title

COUNTY

Signature (must be legally authorized to sign contracts for County DSS)

Printed Name

Title

Title

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

Signature of County Finance Officer

Date

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

Thompson Child and Family Focus or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-0547460 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Thompson Child and Family Focus
- 2. If different from Contract Administrator Information in General Contract:

Address

Telephone Number:	Fax Number:	Email:	
3. Name of Program (s):			
4. Status: Public	🔀 Private, No	ot for Profit	Private, For Profit
5. Contractor's Financial Rep	oorting Year July	through June	
B. Explanation of Services t	be provided and to	o whom (inclu	de SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Foster Care/Therapeutic Foster Care/Child Placing Agency/PRTF

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates			
	Age 0-5	Age 6-12	Age 13+	
Foster Care				
Therapeutic Foster Care	\$475	\$581	\$634	
Residential Treatment (Level 2)				
Child Placing Agency	\$1,433	\$1,564	\$1,638	
Residential Child Caring Institution	\$4,279	\$4,437	\$4,516	
Standard Board and Treatment Rates	Daily Rates			
	Board	Treatment*		
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88		
Residential Treatment Level 3, 5+ beds	\$33	\$189.75]	
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71]	
Residential Treatment Level 4, 5+ beds	\$40	\$315.71	7	
*Treatment Rates set by DMA and are subject to change.				

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- 1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
- 2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 3. Share all information needed to ensure a good match/appropriate placement.
- 4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

- Provide data to the County annually or as needed for special projects or to address specific concerns.
- 2. Complete Quality Standards Tool and provide to the County annually. (see attached)
- 3. Complete *Outcome Data Dashboard* regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
- Ensure records are accessible for review for monitoring services rendered and for financial audits.
- **5.** Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.

- 2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- 6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
- 8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- 1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- 4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- **6.** Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- 7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- 9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.

- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- 11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- 1. Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

- 1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- 3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- 5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

- 1. Coordinate required medical exams for each child and advise Private Partner of results.
- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- 5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- 7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- 2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- 3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

[]	He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or
	has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or
	employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
	of Congress in connection with a covered Federal action;

OR

He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Thompson Child & Family Focus

Contractor Name

Chief Administrative Officer

Title

O4/01/2021

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and

Address

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street	
City, State, Zip Code	
Street	
City, State, Zip Code	

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

- The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is
 presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation
 in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- 2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- 9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Type of Federal Action:	Status of Federa	al Action:	3. Report Type:	
□ a. contract □ b. grant □ c. cooperative agreement □ d. loan □ e. loan guarantee □ f. loan insurance	a. Bid/offer/app b. Initial Award c. Post-Award	j	a. initial filing b. material change For Material Change Only: YearQuarter	
			Date Of Last Report:	
4. Name and Address of Reporting Entity	:	5. If Reporting E and Address of	ntity in No. 4 is Subawardee, Enter Name	
☐ Prime ☐ Subawardee Tier (if known)		and Address (71 THING.	
Congressional District (if known)		Congressional Distr	ict (if known)	
6. Federal Department/Agency:		7. Federal Progra	m Name/Description:	
		CFDA Number	(if applicable)	
8. Federal Action Number (if known)		9. Award Amount	(if known) \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):			Performing Services (including address if om No. 10a.) (last name, first name, MI):	
(attach Continuation Sheet(s) SF-LLL-/	\ if necessarv\	(attach Cont	inuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that ap		13. Type of Payment (check all that apply):		
\$) :	a. retainer b. one-time fe c. commissio d. contingent e. deferred f. other; spec	n fee	
Brief Description of Services Performed Member(s) contacted, for Payment Inc.	ed or to be Performed a dicated in Item 11(attaca	I and Date(s) of Service th Continuation Sheet(s)	es, including officer(s), employee(s), or SF-LLL-A, if necessary):	
15. Continuation Sheet(s) SF-LLL-A attac	hed:	☐ Yes	☐ No	
16. Information requested through this for title 31 U. S. C. section 1352. This disactivities is a material representation or reliance was placed by the tier above was made or entered into. This disclopursuant to 31 U. S. C. 1352. This intreported to the Congress semi-annual available for public inspection. Any put the required disclosure shall be subject not less than \$10,000 and not more the such failure.	sclosure of lobbying of fact upon which when this transaction scure is required formation will be ly and will be erson who fails to file of to a civil penalty of	Title:	Date:	
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL	

Thompson Child and Family Focus CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina	-	
County_Mecklenburg		
1. Anne Christiansen that	, Notary Public for said County a	nd State, certify
Andrea Smith acknowledged	_ personally appeared before me this da	y and
that he she is <u>Chief Administrative</u>	officer of	
Thompson Child & Family Focus	[name of Organization]	
and by that authority duly given and as the act	et of the Organization, affirmed that the fo	regoing Conflict of
Interest Policy was adopted by the Board of D on the day of the day of and day of		y in a meeting held
Sworn to and subscribed before me this Anne Christiansen Notary Public Mecklenburg County, NC My commission expires August 19, 2023 (Official Seal)	·	nne Christia IISON Notary Public
My Commission expires Quast 19	7 . 20 23	and a
Instruction for Organization: Sign and attach the following pages after governing body OR replace the following Thompson Child & Family Focus Name of Organization Manual Amelian Child & Manual Amelian Child & Family Focus	ng with the current adopted conflict of	
Signature of Organization Official		

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Board of Trustees and Officers Conflicts of Interest Policy

Purpose of Policy

The purpose of this policy is to protect the interests of Thompson when it is contemplating entering into a transaction or other business relationship that might, directly or indirectly, benefit the private or outside interests of one of Thompson's Board of Trustees or officers.

Conflicts of interest potentially place personal or outside interests at odds with the fundamental duty of loyalty owed by Thompson officers and Board of Trustees as fiduciaries of Thompson. The appearance of a conflict of interest can also damage Thompson's institutional credibility and ability to fulfill its mission and programmatic goals. The Board of Trustees expects that members and officers will respect their obligations to act in the best interests of Thompson in fulfilling the mission/business objectives.

Definitions

- <u>Conflict of Interest</u>. "Conflict of Interest" means any Transaction involving Thompson and an Interested Person.
- Interested Person. "Interested Person" means, with respect to any Transaction to which Thompson is a party, any
 of Thompson's directors or officers if such person:
 - Is a party to the Transaction;
 - Is a Board of Trustees member or officer of any other corporation, firm, association or other entity that is a
 party to the Transaction (or holds a position in such corporation, firm, association or other entity with
 responsibilities or powers similar to those of a director or officer); or
 - Has a direct or indirect Substantial Financial Interest in such Transaction.
- <u>Substantial Financial Interest</u>. A person has a "Substantial Financial Interest" in any corporation, firm, association or
 other entity if such person receives compensation (i.e., wages, fees, other direct or indirect remuneration, gifts or
 favors that are substantial in nature, etc.) from or has, directly or indirectly, through business, investment or Family,
 an aggregate beneficial equity interest of 10 percent or more in such corporation, firm, association or other entity.
- <u>Family</u>. The "Family" of an individual shall include (i) such individual's parents, spouse, children, brothers and sisters, (ii) the parents, brothers and sisters of the individual's spouse and (iii) the spouses of the individual's parents, children, brothers and sisters.
- <u>Transaction</u>. The term "Transaction" means any contract, investment, loan, lease, joint venture, or other business or financial arrangement, whether direct or indirect.

Statement of Policy

Per Se Conflicts of Interest

Thompson shall not make a loan to (i) any of Thompson's current Board of Trustees members or officers; (ii) any corporation, firm, association or other entity in which any current member or officer is a director, officer or employee (or holds a position in such corporation, firm, association or other entity with the responsibilities or powers similar to those of a director or officer); or (iii) any corporation, firm, association or other entity in which any member or officer has a direct or indirect Substantial Financial Interest.

The ordinary deposit of funds in a bank or the purchase by Thompson of bonds, debentures, or similar obligations of a type customarily sold in public offerings shall not be considered loans for purposes of this policy. In addition, notwithstanding the above prohibition, Thompson may make a loan to another not-for-profit corporation that is a "Type B" corporation under applicable North Carolina State law, subject to the disclosure and approval requirements of this policy if such loan represents a Conflict of Interest.

Compensation Decisions

Compensation to officers shall require the affirmative vote of a majority of the Board of Trustees, unless a higher proportion is set in the Certificate of Incorporation or By-laws.

Procedures in Other Conflict of Interest Cases

If any Board of Trustees member or officer is an Interested Person in connection with any Transaction to which Thompson is a party, the member or officer must disclose in good faith to the Board or the Board Committee that is considering the Transaction any material facts relevant to why such Transaction may present a Conflict of Interest.

If the Board or Committee that is considering a Transaction has been informed or is otherwise aware of a potential Conflict of Interest:

- Any Interested Person may make a presentation to the Board or Committee regarding the Transaction, but
 after making such presentation he or she shall leave the Board or Committee meeting while the remaining
 Board or Committee members discuss the Transaction and the possible existence of a Conflict of Interest; and
- The remaining Board or Committee members shall decide if the Transaction presents a Conflict of Interest.

If the Interested Person is an Officer, such person may not be counted in determining the presence of a quorum for any vote concerning the existence of a Conflict of Interest. No Interested Person shall participate in, or use personal influence with regard to, the deliberations concerning the existence of a Conflict of Interest.

Following due deliberation pursuant to this policy, the Board or Committee may determine that a Transaction does not present a Conflict of Interest. In such cases the Board or Committee need take no further action prior to approving the Transaction, other than its usual procedures for approving Transactions.

If the Board or Committee determines that a Conflict of Interest exists, the Transaction may be authorized (a) by the Board of Directors, but only by a vote sufficient to approve the Transaction without including the vote of any officer that is an Interested Person; or (b) by the members of Thompson that are entitled to vote thereon, if any, by a vote sufficient to approve the Transaction.

Additional Guidelines for Officers, Committee Members, Board of Trustees Members

Officers and Committee members shall not use their position with Thompson to benefit the interests of a particular organization, constituency, or special interest group by any means, including but not limited to, providing information not available to potential transaction partners or grantees, lobbying on behalf of or serving as spokesperson to Thompson for an organization or interest group with which he or she is affiliated, or attempting to effect a positive decision for such organization or interest group through his or her position within Thompson.

Officers, Committee members, and Board members will maintain the confidentiality of all non-public information about Thompson of which they become aware. Officers, Committee members, and Board members shall not use confidential information for any purpose other than as required to carry out their on behalf of the Agency.

Records of Proceedings

The minutes of the Board and all Committee meetings shall contain:

- The names and positions of Board members and officers who disclosed that they were Interested Persons or
 otherwise were found to be Interested Persons, a description of the nature of the relationship and/or
 Substantial Financial Interest which gave rise to such disclosure or identification, and a description of the
 Transaction at issue;
- The names of the Board members who were present during the taking of the action to determine whether a Conflict of Interest was present, and the basis for there being a quorum for the taking of such action;
- The steps taken by the Board or Committee to determine whether a Conflict of Interest was present;
- The Board's or Committee's decision as to whether a Conflict of Interest was present and the basis for such decision; and

Thompson Child and Family Focus | Conflict of Interest Policy Approved: Board of Trustees | Date: January 29, 2009

The Board or Committee's decision as to whether to proceed with the Transaction and the names of the persons who voted to approve the Transaction.

Annual Statements

Each Board of Trustees member shall annually sign a Disclosure and Affirmation Statement describing their relationships with outside parties.

Referral to Counsel

Questions regarding interpretation or application of this policy should be referred to Thompson's legal counsel for clarification.

Enforcement of Policy

If the Board of Trustees or a Committee has reasonable cause to believe that a Board member or officer has failed to make disclosure when there was a Conflict of Interest and such Board member or officer knew or should have known that there was a Conflict of Interest, the Board or Committee shall inform such Board member or officer of the basis for such belief and afford such Board member or officer an opportunity to explain the alleged failure to disclose. If, after receiving the response of such Board member or officer and making such further investigation as may be warranted in the circumstances, the Board or Committee determines that such Board member or officer has in fact failed to disclose a Conflict of Interest, it shall take appropriate disciplinary and corrective action. Failure to disclose a Conflict of Interest may constitute grounds for the Board member or officer's removal from his or her position for cause.

Signature: Hulling Smith

Printed Name: Andrea B. Smith

The undersigned does hereby certify that the foregoing policy was adopted by the Board of Trustees of Thompson Child & Family Focus on January 29, 2009.



April 29, 2021

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that Thompson Child & Family Focus does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1.

Sworn Statement:

Will Jones and Andrea Smith being duly sworn, say that we are the President/CEO and Chief Administrative Officer, respectively, of Thompson Child & Family Focus of Matthews in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Will Jones, President/CEO

(Notary Signature and Seal)

Andrea Smith, Chief Administrative Officer

Sworn to and subscribed before me on the day of the date of said certification.

Anne Christiansemmission Expires: <u>August 19,20</u>23
Notary Public

Mecklenburg County, NC
My commission expires August 19, 2023

If there are any questions, please contact the North Carolina Office of State Budget and Management, NCGrants@osbm.nc.gov - (919) 807-4795

Our Vision: All children healthy. All families thriving. All communities strong.





¹ G.S. 105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

- 1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
- 3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
- 4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;
- 5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (Medicaid only)
- 6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (Medicaid only)
- 7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- 8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (signature on this form confirms this statement).

Anduap Smith Signature	Chief Administrative Officer Title
Thompson Child & Family Focus	04/01/2021
Agency/Organization	04/01/2021 Date
(G-vif-vi-vi-vt1-1-1	Gantuart aireatuma)

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

Revised 06-2015



In reply refer to: 1000571575 Aug. 26, 2019 LTR 4168C 0 56-0547460 201812 67 Input Op: 0752139620 00037189 BODC: TF

THOMPSON CHILD & FAMILY FOCUS 6800 SAINT PETERS LN MATTHEWS NC 28105-8458



011594

Employer ID number: 56-0547460 Form 990 required: YES

Dear Taxpayer:

We issued you a determination letter in JANUARY 1944, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt
 Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1)
 Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

1000571575 Aug. 26, 2019 LTR 4168C 0 56-0547460 201812 67 Input Op: 0752139620 00037190

THOMPSON CHILD & FAMILY FOCUS 6800 SAINT PETERS LN MATTHEWS NC 28105-8458

Sincerely yours,

Teri M. Johnson

Operations Manager, AM Ops. 3

Ten m fol

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 105/GS 105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - ☑ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

- country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	Thompson Child & Family Focus	
Contractor's Authorized Agent:	Signature Andua Smith	Date 04/01/2021
	Printed Name Andrea B. Smith	Title Chief Administrative Officer
Witness:	Signature and Christman	Date
	Printed Name Anne Christianson	Tille Administrative Assistant

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: The Contractor that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

(Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018)

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Administrative Officer
Title

Thompson Child & Family Focus
Agency/Organization

Chief Administrative Officer
Title

04/01/2021
Date

(Certification signature should be same as Contract signature.)

Request for Taxpayer [Rev. October 2018] Department of the Treasury Internal Revenue Service 1 Name (as shown on your income tax return), Name is required on this line; do not leave this line blank. The more continuous and the latest information.

Give Form to the requester. Do not send to the IRS.

	Thompson Child & Family Focus						
	2 Business name/disregarded entity name, if different from above						
age 3.	3 Check appropriate box for federal tax classification of the person whose name following seven boxes.	e is entered on line 1. Che	ck only one of the	4 Exemptions (codes apply only to certain entities, not individuals; see			
s on p	☐ Individual/sote proprietor or ☐ C Corporation ☐ S Corporation single-member LLC						
				Exempt payee code (if any)			
Print or type. Specific instructions on page	Umited [lability company, Enter the tux classification (C=C corporation, S= Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded for another LLC that is not disregarded from the owner for U.S. federal tax pu	ner. Do not check wher of the LLC is e-member LLC that	Exemption from FATCA reporting code (if any)				
_ Ĕ	is disregarded from the owner should check the appropriate box for the ta		r.	<u> </u>			
ĕ	Other (see instructions) ► 501(c)(3) nonprof Address (number, street, and apt, or suite no.) See instructions.			(Applies to ecocurts meintained outside the U.S.)			
			nequester a name e	nd address (optional)			
See	6800 St. Peter's Lane						
	6 City, state, and ZIP code						
	Matthews, NC 28105	ļ					
	7 List account number(s) here (optional)						
Par	100 000 1 000						
Enter :	your TIN in the appropriate box. The TIN provided must match the nam p withholding. For individuals, this is generally your social security num	e given on line 1 to avo	d Social sec	curity number			
reside	nt alien, sole proprietor, or disregarded entity, see the instructions for P	ber (3319), nowever, to Part I. later. For other	^{ra}	1_ 1 1 1			
entitie	s, it is your employer identification number (EIN). If you do not have a n	umber, see How to get		.			
ΠN, la			or				
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter,							
	5 6 - 0 5 4 7 4 6 0						
Раг	Certification	-	<u> </u>	·			
Under	penalties of perjury, I certify that:		-				
2. I an Sen no i	number shown on this form is my correct taxpayer identification numb i not subject to backup withholding because; (a) I am exempt from back vice (IRS) that I am subject to backup withholding as a result of a failure onger subject to backup withholding; and	kup withholding, or (b)	I have not been n	otified by the Internal Revenue			
	a U.S. citizen or other U.S. person (defined below); and						
	FATCA code(s) entered on this form (if any) indicating that I am exemp						
you ha acquis	cation instructions. You must cross out item 2 above if you have been not ve failed to report all interest and dividends on your tax return. For real est tition or abandonment of secured property, cancellation of debt, contributio han interest and dividends, you are not required to sign the certification, bu	ate transactions, item 2 : ons to an individual retire	does not apply. Fo meat amangement	r mortgage interest paid, (IRA), and generally, payments			
Sign Here	Signature of U.S. person > Audus Swith		ate▶ 04/01	/2021			
,	neral Instructions	• Form 1099-DIV (div funds)	idends, including	those from stocks or mutual			
noted.		 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) 					
related	o developments. For the latest information about developments I to Form W-9 and its instructions, such as legislation enacted ley were published, go to www.irs.gov/FormW9.	 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 					
		 Form 1099-S (proce 	eds from real est	ate transactions)			
Purj	oose of Form	 Form 1099-K (merc 	hant card and this	d party network transactions)			
Inform	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	 Form 1098 (home n 1098-T (tuition) 	nortgage interest),	, 1098-E (student loan interest),			
icentif (SSN)	ication number (TIN) which may be your social security number Individual taxpayer identification number (TTIN), adoption	 Form 1099-C (canc 					
taxpay	rer identification number (ATIN), or employer identification number			ment of secured property)			
(EIN), 1	to report on an information return the amount paid to you, or other	Use Form W-9 only	if you are a U.S.	person (including a resident			
amour	nt reportable on an information return. Examples of information a include, but are not limited to, the following.	alien), to provide your					
	1 1099-INT (interest earned or peid)			requester with a TIN, you might What is backup withholding,			
	Cat. No. 10231X	_		Form W-9 (Rev. 10-2018)			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

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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: Anna Bumgarner

DATE: 12/13/21

SUBJECT: Contract with Superion/Central Square

Superion/Central Square provides service and maintenance for Rowan County's ONESolution MCT Client AVL Licenses, as well as the ONESolution MCT Client-Digital Dispatch. These are critical services that have been provided by this company for a number of years for our Public Safety departments: Emergency Services (EMS and 911), Sheriff's Office and Detention Center. Rowan County has been under a contract with them since they were formerly known as OSSI/Sungard in 2006. The Contract allows for subsequent terms of support for 12-month periods. The Contract amount is not to exceed \$132,239.84

Attached proposed annual fee, 2006 Contract with OSSI/Sungard

Purchasing Director and Assistant County Manager/CIO recommends that the Board of Commissioners authorize the County Manager to approve a contract with Superion/Central Square for service and maintenance for Rowan County's ONESolution MCT Client AVL Licenses and Digital Dispatch for an amount not to exceed \$132,239.84.

ATTACHMENTS:

Description	Upload Date	Type
Invoice	12/13/2021	Cover Memo
OSSI Contract	12/13/2021	Cover Memo



Invoice No (1 of 1) 330059

Date 9/7/2021 Page 1 of 6

Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Rowan County, NC Allen Cress 1090 Corporate Center Drive

Salisbury NC 28146

United States

Ship To

Rowan County, NC

Allen Cress

1090 Corporate Center Drive

Salisbury NC 28146 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5732LG	Rowan County, NC		USD	Net 30	6/30/2021

	Description	Units	Rate	Extended				
Contract No. Q-66498								
1	Annual Fee P2P - Crimes - Annual Maintenance Fee nnual Fee P2P - Crimes - Contract No. 5671-P2P Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$2,187.92	\$2,187.92				
2	JMS-MS DISPLAY - Annual Maintenance Fee JMS-MS DISPLAY - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$3,449.47	\$3,449.47				
3	ONESolution State Livescan Interface - Annual Maintenance Fee ONESolution State Livescan Interface - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,955.00	\$1,955.00				
4	ONESolution Police-to-Police - Annual Subscription Fee ONESolution Police-to-Police - Contract No. 5671-P2P Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$6,251.18	\$6,251.18				
5	Police-to-Police-Custom Vendor - Annual Subscription Fee Police-to-Police-Custom Vendor - Contract No. 5671-P2P Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$810.34	\$810.34				
6	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee ONESolution State/NCIC Messaging Software - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$5,174.22	\$5,174.22				
7	ONESolution Concealed Weapons Registration - Annual Maintenance Fee ONESolution Concealed Weapons Registration - Contract No. 100862 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$781.45	\$781.45				
8	ONESolution Mobile Server Software - Annual Maintenance Fee ONESolution Mobile Server Software - Contract No. 111218 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,632.65	\$1,632.65				
9	ONESolution EMS Charts Interface - Annual Maintenance Fee ONESolution EMS Charts Interface - Contract No. 141706 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,134.79	\$1,134.79				



Invoice No (1 of 1) 330059

Date 9/7/2021 Page 2 of 6

Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

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Rowan County, NC Allen Cress 1090 Corporate Center Drive

Salisbury NC 28146 United States

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1090 Corporate Center Drive Salisbury NC 28146

United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5732LG	Rowan County, NC		USD	Net 30	6/30/2021

	Description	Units	Rate	Extended
	Description	Office	Nate	LXteriueu
10	ONESolution MCT Client AVL License - Annual Maintenance Fee ONESolution MCT Client AVL - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$9,054.92	\$9,054.92
11	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$5,691.96	\$5,691.96
12	ONESolution JMS VINE Interface - Annual Maintenance Fee ONESolution JMS VINE Interface - Contract No. 70960 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$334.89	\$334.89
13	ONESolution MCT Client-MAPS - Annual Maintenance Fee ONESolution MCT Client-MAPS - Contract No. 71632 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$491.34	\$491.34
14	ONESolution MCT Client AVL License - Annual Maintenance Fee ONESolution MCT Client AVL - Contract No. 71632 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$368.45	\$368.45
15	ONESolution Fire Arms Application Permit - Annual Maintenance Fee ONESolution Fire Arms Application Permit - Contract No. 20061101-1 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$334.89	\$334.89
16	ONESolution Notification - Annual Maintenance Fee ONESolution Notification - Contract No. 20061101-2 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$2,165.70	\$2,165.70
17	ONESolution Quartermaster - Annual Maintenance Fee ONESolution Quartermaster - Contract No. 80661 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$2,121.03	\$2,121.03
18	ONESolution Professional Standards - Annual Maintenance Fee ONESolution Professional Standards - Contract No. 80661 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$3,907.19	\$3,907.19
19	ONESolution Police-to-Citizen - Annual Maintenance Fee ONESolution Police-to-Citizen - Contract No. 81371 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$3,349.01	\$3,349.01



Invoice No (1 of 1) 330059

Date 9/7/2021 Page 3 of 6

Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Rowan County, NC Allen Cress 1090 Corporate Center Drive Salisbury NC 28146

Ship To Rowan County, NC Allen Cress 1090 Corporate Center Drive Salisbury NC 28146

United States

United States Customer PO # **Customer No Customer Name** Currency Terms Due Date 5732LG Rowan County, NC USD Net 30 6/30/2021

	Description	Units	Rate	Extended
20	ONESolution Swanson Cobra Banker Interface - Annual	1		
20	Maintenance Fee ONESolution Swanson Cobra Banker - Contract No. 91197 Maintenance: Start:7/1/2021, End: 6/30/2022	'	\$1,674.52	\$1,674.52
21	ONESolution Securus Phone System Interface - Annual Maintenance Fee ONESolution Securus Phone System - Contract No. 100068 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$558.18	\$558.18
22	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL - Contract No. 130374 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$2,009.49	\$2,009.49
23	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee ONESolution MCT Client License for Message Switch - Contract No. 130374 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$123.80	\$123.80
24	ONESolution Records Management System - Annual Maintenance Fee ONESolution Records Management - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$12,762.55	\$12,762.55
25	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee ONESolution RMS Map Display & Pin Mapping - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,380.08	\$1,380.08
26	ONESolution Crime Analysis - Annual Maintenance Fee ONESolution Crime Analysis - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$2,874.60	\$2,874.60
27	ONESolution Barcoding Server License - Annual Maintenance Fee ONESolution Barcoding Server - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$574.93	\$574.93



Invoice No (1 of 1) 330059

Date 9/7/2021 Page 4 of 6

Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Rowan County, NC Allen Cress 1090 Corporate Center Drive

Salisbury NC 28146 United States

Ship To

Rowan County, NC

Allen Cress

1090 Corporate Center Drive

Salisbury NC 28146

United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5732LG	Rowan County, NC		USD	Net 30	6/30/2021

	Description	Units	Rate	Extended
28	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee ONESolution Barcoding Hand-Held Client - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$732.59	\$732.59
29	ONESolution Civil Processing - Annual Maintenance Fee ONESolution Civil Processing - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$2,828.53	\$2,828.53
30	ONESolution Property & Evidence - Annual Maintenance Fee ONESolution Property & Evidence - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,264.26	\$1,264.26
31	ONESolution Pawn Shop/Pawn Watch - Annual Maintenance Fee ONESolution Pawn Shop/Pawn Watch - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$574.93	\$574.93
32	ONESolution Residential Security Watch - Annual Maintenance Fee ONESolution Residential Security Watch - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$344.68	\$344.68
33	ONESolution RMS Training Module - Annual Maintenance Fee ONESolution RMS Training Module - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$805.17	\$805.17
34	ONESolution Jail Management System - Annual Maintenance Fee ONESolution Jail Management System - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$5,657.05	\$5,657.05
35	ONESolution Jail Commissary - Annual Maintenance Fee ONESolution Jail Commissary - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,035.42	\$1,035.42
36	ONESolution Mugshot Capture Station Software - Annual Maintenance Fee ONESolution Mugshot Capture Station - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$3,794.18	\$3,794.18



Invoice No (1 of 1) 330059

Date 9/7/2021 Page 5 of 6

Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Rowan County, NC Allen Cress 1090 Corporate Center Drive

Salisbury NC 28146

United States

Ship To

Rowan County, NC Allen Cress

1090 Corporate Center Drive

Salisbury NC 28146 **United States**

Customer PO # **Customer No Customer Name** Currency Terms Due Date 5732LG Rowan County, NC USD Net 30 6/30/2021

	Description	Units	Rate	Extended
37	ONESolution MCT Client-MAPS - Annual Maintenance Fee ONESolution MCT Client-MAPS - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$2,760.03	\$2,760.03
38	ONESolution MCT Client AVL License - Annual Maintenance Fee ONESolution MCT Client AVL -Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$2,069.55	\$2,069.55
39	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$11,440.80	\$11,440.80
40	ONESolution MFR Client-Arrest - Annual Maintenance Fee ONESolution MFR Client-Arrest - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$3,449.78	\$3,449.78
41	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee ONESolution MFR Client-MOBLAN Version - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$689.35	\$689.35
42	ONESolution MCT to ETI Fire/EMS Interface - Annual Maintenance Fee ONESolution MCT to ETI Fire/EMS - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,941.03	\$1,941.03
43	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee ONESolution Mobile Field Reporting - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$8,048.78	\$8,048.78
44	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee ONESolution CAD Resource Monitor Display License With Maps - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$8,278.37	\$8,278.37



Invoice No (1 of 1) 330059

Date 9/7/2021 Page 6 of 6

Due Date

Superion, LLC, a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Rowan County, NC Allen Cress 1090 Corporate Center Drive Rowan County, NC Allen Cress Salisbury NC 28146

Ship To

1090 Corporate Center Drive

Terms

United States

Currency

Salisbury NC 28146 **United States**

Customer No.

Customer Name Customer PO #

Guotoinoi no		our oney	1011110	240 2410
5732LG	Rowan County, NC	USD	Net 30	6/30/2021

	Description	Units	Rate	Extended
45	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee ONESolution MCT Client License for Message Switch - Contract No. 20061101 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,629.72	\$1,629.72
46	ONESolution ImageTrend CAD Export Interface - Annual Maintenance Fee ONESolution ImageTrend CAD Export - Contract No. 17641 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,574.37	\$1,574.37
47	ONESolution MCT Client AVL License - Annual Maintenance Fee ONESolution MCT Client AVL - Contract No. 25057 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$18.52	\$18.52
48	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee ONESolution MCT Client-Digital Dispatch - Contract No. 25057 Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$148.18	\$148.18

RB 318796

Please include invoice number(s) on your remittance advice, made payable to Superion. LLC	Subtotal	\$132,239.84
ACH:	Tax	\$0.00
Routing Number 121000358 Account Number 1416612641 E-mail payment details to: Accounts.Receivable@CentralSquare.com	Invoice Total	\$132,239.84
Check:	Payments Applied	\$0.00
12709 Collection Center Drive Chicago, IL 60693	Balance Due	\$132,239.84

SUPPLEMENT TO SUNGARD SOFTWARE LICENSE AND SERVICES AGREEMENT BY AND BETWEEN SUNGARD HTE INC. AND ROWAN COUNTY, NC SCHEDULE A-PRICING AND PAYMENT SCHEDULE CUSTOMER NO. <u>5</u> 7 <u>32</u>; CONTRACT NO. 20061101

This Supplement is to the SunGard Software License and Services Agreement dated of even date herewith (Agreement), between SunGard HTE Inc. (SunGard) and Rewan County, NC (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

~	Part#	SunGard Liceased Program	License Fees	Annual Application Support Pees	Annual Application Support Type
Qty	FAFLA	OSSI Records Management System			
1	RMS-BASE-30	BASE RECORDS MANAGEMENT SYSTEM - 30 WORKSTATION	\$ 55,500.00	\$ 8,880.00	5x10
-	KM3-BA3C-3V	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 30			
1	RMS-MAP-30	WORKSTATION	6,000.00	960.00	5x10
	RMS-CA	CRIME ANALYSIS MODULE	12,500.00	2,000.00	5x10
	RMS-BAR HOST-5	BAR CODING SERVER LICENSE - 5 WORKSTATION	2,500.00	400.00	5x10
2	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	3,190.00	510.00	5x10
		CONCEALED WEAPONS REGISTRATION MODULE - 5			
ı	RMS-CCW-5	WORKSTATION	1,500.00	240.00	5x10
1	RMS-CIVIL-30	CIVIL PROCESSING MODULE - 30 WORKSTATION	12,300.00	1,968.00	5x10
	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	5,500.00	880.00	5x10
	RMS-PS-5	PAWN SHOP/PAWN WATCH - 5 WORKSTATION	2,500.00	400.00	5x10
	RMS-RSW-5	RESIDENTIAL SECURITY WATCH MODULE - 5 WORKSTATION	1,500.00	240.00	5x10
	RMS-TRAIN-5	TRAINING MODULE - 5 WORKSTATION	3,500.00	560.00 800.00	5x10
	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	5,000.00	24.00	5x10
	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	150.00 2.500.00	400.00	5x10
Ц	RMS-ACCIDENT-5	BASIC ACCIDENT MODULE - 5 WORKSTATION	2,300.00	400.00	3810
_		OSSI Jail Management System	24 600 00	3,936.00	5x10
	JMS-BASE-10	JAIL MANAGEMENT SYSTEM MODULE - 10 WORKSTATION	24,600.00 4,500.00	720.00	5x10
	JMS-COMMISSARY-10	JAIL COMMISSARY - 10 WORKSTATION	16,500.00	2,640.00	5x10
	JMS-MUG-1	MUGSHOT CAPTURE STATION SOFTWARE	15,000.00	2,400.00	5x10
_	JMS-MS DISPLAY-10	MUGSHOT DISPLAY SOFTWARE LICENSE - 10 WORKSTATION			
1	MS-STATE-LIVESCAN	STATE LIVESCAN INTERFACE ¹	8,500.00	1,360.00	5x10
_		MCT/MFR - Digital Dispatch and Field Reporting	10 100 00	7.000.00	
	MCT-BMS-T2	BASE MOBILE SERVER SOFTWARE UP TO 50 WORKSTATIONS	40,000.00	7,200.00	7x24
	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	59,700.00 12,000.00	9,552.00 1,920.00	5x10
	MCT-MAP	MCT CLIENT - MAPS	9,000.00	1,440.00	5x10
	MCT-AVL-CLIENT	MCT CLIENT - AVL MFR CLIENT - BASE INCIDENT/OFFENSE	49,750.00	7.960.00	5x10
	MCT-MPR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	15,000.00	2,400.00	5x10
	MCT-MFR-ARREST MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	500.00	480.00	5x10
_			7,500.00		7x24
1	MCT-INT-ETI	MCT INTERFACE TO ETI FIRE/EMS' REVIEW MODULF FOR FIELD REPORTING UP TO 50	7,500.00	1,350.00	1824
.	. 400 LUED DELL TO	WORKSTATIONS	35,000.00	5,600,00	5x10
2	MCT-MFR-REV-12	OSSI Computer Aided Dispatch	33,000.00	2,000.00	3210
T	CAD-T1	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-1	27,300,00	4,914.00	7x24
	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	23,400.00	4,212.00	7x24
		E911 INTERFACE MODULE ¹	4,500.00	810.00	7x24
	CAD-E911				
1	CAD-INT-PG	SUNGARD OSSES INTERFACE TO PAGEGATE	1,000.00	180.00	7x24
		FIRST CAD MAP DISPLAY AND MAP MAINTENANCE	3 500 00	(10.00	
	CAD-MAP	SOFTWARE LICENSE	3,500.00	630.00 1,800.00	7x24
	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	32,000.00	5,760.00	7x24 7x24
	CAD-MRM		4,500.00	810.00	7x24
	CAD-PG	ALPHA NUMERIC PAGING MODULE MEDICAL PROQA INTERFACE	5,500.00	990.00	7x24
	CAD-PQA-MED		6,500.00	1,170.00	
1	CAD-INT-ETI	CAD INTERFACE TO ETI FIREINFO	4,500.00	810.00	7x24 7x24
	CAD-RR MCT-MIS	RIP AND RUN PRINTING/FAXING MODULE LAN CLIENT LICENSE FOR MESSAGE SWITCH	6,300.00	1,134.00	7x24
	MCT-SWI	ISTATE/NCIC MESSAGING SOFTWARE	20,000.00	3,600.00	7x24
	MCT-AVL-HOST	AVL SERVER HOST LICENSE	35,000.00	6,300.00	7x24
	MCT-AVL-CAD	ICAD CLIENT AVL LICENSE	22,000.00	3,960.00	7x24
11	- TOTAL	License Fee Sub Totals	\$ 617,690.00	2,700.00	
1	DISCOUNT	DISCOUNT	(68,837.00)	_	
÷	12.2000111	SunGard Licensed Program Totals		\$ 104,300.00	

SunGard Schedule A Ver 7 11.05 Rowan County, NC Schedule A FINAL 20061101 doc 10/6/2006 ¹The interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor

Qty.	Pari #	SunGard Implementation Services	Training Fee	Installution Food	Project Management/ Professional Services/ Project Pleaning	Conversio Foca
Qıy.	Faith	RMS Implementation Services	1			
_	RMS-PROJ-PLAN	PROJECT PLANNING FOR RMS			\$ 2,500.00	
÷	RMS-PROJ-MONT	PROJECT MANAGEMENT FOR RMS			13,696.00	
÷	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	\$ 3,000.00			
-	RMS-USR-TRN	RMS USER TRAINING	8,000.00			
Ť	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		\$ 2,500.00		
÷	RMS-PROF-SERV-AUD	RMS PROFESSIONAL SERVICES AUDIT			3,000.00	
÷	DAG DROP SERVICOLIVE	RMS PROFESSIONAL SERVICES GO-LIVE	6.5.5		2,000.00	
15	RMS-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES	1 :		15,000.00	
13	KM3-FKUF-ADD	JMS Implementation Services				
	JMS-PROJ-MGNT	PROJECT MANAGEMENT			8,892.00	
÷	JMS-PROJ-PLAN	PROJECT PLANNING FOR JMS			2,500.00	
÷	JMS-INST	BASE JMS SOFTWARE INSTALLATION CHARGES		2,500.00		
+	JMS-MNT-TRN	JMS MAINTENANCE TRAINING	2,000.00	and the same of		
2	JMS-USR-TRN	JMS USER TRAINING	6,000.00	F1	5.54	
	JMS-PROF-SERV-GOLIVE	JMS PROFESSIONAL SERVICES GO-LIVE		1.81	2,000.00	
+	JMS-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES		Service of	5,000.00	
•	JMS-PROF-ADD	MCT/MPR Implementation Services	The second	F 6 15		
	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			39,088.00	
_	MCT-PROJ-PLAN	PROJECT PLANNING FOR MOBILE		477	2,500.00	
<u>.</u>	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		6,000.00		
÷	MCT-CLIENT-INST	INSTALLATION OF DIGITAL DISPATCHING CLIENT		1,500.00		
	MCT-MNT-TRN	MCT MAINTENANCE TRAINING	1,000.00		4.5	
	MFR-MINT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	1,000.00			
	MFR-USR-TRN	MOBILE FIELD REPORTING USER TRAINING	12,000.00			
	MCT-USR-TRN	MCT USER TRAINING	4,000.00			
	MCT-PROF-SERV	PROFESSIONAL SERVICES			12,000.00	
•	MCI-FROF-SERV	CAD Implementation Services				
	CAD-PROJ-MONT	CAD PROJECT MANAGEMENT			24,720.00	_
	CAD-PROJ-PLAN	PROJECT PLANNING FOR CAD			2,500.00	
	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	4,000.00			
		CAD USER TRAINING	8,000.00			
	CAD-USK-IKN	BASE CAD SOFTWARE INSTALLATION		2,000.00		
		INSTALLATION OF BASE MESSAGE SWITCH		6,000.00	-9A4 - 1	20 200 00
	MCT-SWI-INST CAD-MAP-CONV	MAP BASED GEOFILE GENERATION	1 1 1 1			30,000.00
	CAD-PROF-SERV-AUD	CAD PROFESSIONAL SERVICES AUDIT			3,000.00	
1	CAD-PROF-SERV-AUD	CAD PROFESIONAL SERVICES GO-LIVE	7		2,000.00	
	MCT-AVL-SERV	AVI INSTALLATION AND TRAINING		2,000.00	10.000.00	70
	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES			10,000.00	30,000.00
0	AD-PRUP-ADD	SunGard Implementation Services Totals	\$ 49,000.00	\$ 22,500.00 \$	150,396.00 \$	30,000.00

Payment Schedule*	Total Contrac		Due As Incurred/ Delivered	Otherwise Noted
License Fees	\$ 548,853.00	\$ 548,853.00		
	49,000.00		\$ 49,000.00	
Training Fees	22,500.00		22,500.00	
Installation Fees			43,198.00	- Mary
Project Management Fees	86,396.00		54,000.00	- 100 m to 20
Professional Services Fees	54,000.00			
	10,000.00	5,000.00	5,000.00	
Project Planning Fees	30,000.00		15,000.00	
Conversion Fees	\$ 800,749.00		\$ 188,698.00	
Grand Total		y		\$ 104,300.00
Annual Support (Year 2)	\$ 104,300.00			

APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

*Payments: THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:

License Fees:

100% upon execution of this Supplement.

SunGard Schedule A

Rowan County, NC Schedule A FINAL 20061101 doc

2 of 14

Training Fees:

On invoice, upon completion

Installation Fees:

On invoice, upon completion.

Project Management Fees:

50% due upon execution of this Supplement; 50% due upon completion.

Project Planning Fees:

50% due upon execution of this Supplement; 50% due upon completion.

Professional Services Fees:

On invoice daily, as incurred.

Conversion Fees:

50% due upon execution of this Supplement; 50% due upon completion.

Application Support Fees:

The initial term of support is included in License Fees. Support fees for the second term of support shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.

Notwithstanding anything to the contrary that may be provided, for the period ending sixty (60) months from the commencement of the initial term of annual Support Services, Application Support Fee increases shall not exceed three percent (3%) per year. Thereafter

Application Support Fees will be at the then prevailing rate

Notwithstanding anything to the contrary, the initial invoice for Support will be for a prorata portion of fees due for the period ending June 30, 2008. Subsequent invoices will be for Support terms commencing July 1 through June 30 of each year

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Corporate Travel and Expense Reimbursement Policy.

SunGard Support Services

SunGard will provide the Customer with Support Services under the terms of the Licensed Program(s) Support Agreement. The initial term of SunGard application support services shall commence upon the Delivery Date of the first major module (such as Base CAD, RMS, JAIL or Mobile) of the Licensed Program(s) and extend for a twelve (12) month term. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period.

Notwithstanding anything to the contrary, Customer shall remain responsible for the payment of annual support/maintenance charges associated with the HTE brand Public Safety & Justice applications and, if applicable, any associated third party products until receipt by SunGard of effective written notice of termination for the subsequent term

Application Training

Additional application training, if requested by the Customer, can be provided upon request at the standard billing rate in effect at that time. Training fees do not include travel and living expenses.

Project Management

Project Management fees will be invoiced in the amounts and under the terms stated above. A mutually agreeable work plan will be created by the SunGard Project Manager and the Customer. Additional Project Management, if requested by Customer, will be invoiced at the then current SunGard rate. Project Management fees do not include travel and living expenses.

Conversion

Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by a separately executed statement of work containing the data conversion plan. The statement of work shall specify the scope of services and basis for charges Payment for fixed price data conversion services, such as a survey of Customer's conversion requirements, is due upon execution of the statement of work. Payment for time and materials data conversion services is due as incurred.

Medifications

Modifications if applicable will be performed by SunGard under a separately executed statement of work between SunGard and Customer. Such statement of work shall include specifications, timeframes, costs, and payment terms.

SunGard Schedule A Ver. 7 11 05

Rowan County, NC Schedule A FINAL 20061 101 doc

Scheduled Resource Changes

Customer acknowledges that SunGard makes every effort to schedule training and project management sessions sufficiently in advance to make effective use of SunGard's personnel and to obtain favorable prices for travel and living. Accordingly, the following cancellation charges apply to training and on-site project management sessions canceled at the request of Customer:

Cancellation within seven (7) days of start date, Customer pays fifty percent (50%) of the total price for the training or on-site project management; cancellation within three (3) days of start date, Customer is responsible for entire price of the training or on-site project management. In addition to the foregoing, Customer shall be obligated to reimburse SunGard for any nonrefundable expenses incurred by SunGard for travel expenses Notwithstanding the above, SunGard will endeavor to reschedule SunGard personnel in order to mitigate Customer's costs and expenses under this paragraph. To the extent SunGard is successful in such rescheduling, Customer's payment obligations shall be reduced.

Third Party Software and Hardware

Unless otherwise provided for herein, warranty and maintenance offerings by SunGard for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard does not make any warranties not provide any source code for any non-SunGard products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.

SunGard reserves the right to publish certain information regarding this Supplement. Publication may include, but shall not be limited to, using Customer's name in a press release announcing this Supplement and listing Customer's name on SunGard's complete customer listing that is made available to other SunGard customers and potential customers.

Preprinted Terms and Conditions

Preprinted conditions and all other terms not included in this Supplement or in the Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement and any amendments thereto, shall control unless expressly accepted in writing by SunGard to Customer.

The following Attachments are hereby made a part to this Supplement:

Attachment 1 – Licensed Program and Service Descriptions
Attachment 2 – General Project Conditions

The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by October 9, 2006.

ROWAN COUNTY, NC	SUNGARD HTE INC.	
Maddle Da Com	Mona V Huber	
Authorized Signature Arnold S. Chamberlain, Chairman	Authorized Signature Torn Huber President and CEO SunGard HTE Inc.	
Print Name & Title	Print Name & Title	8
10-17-2806 Date		

Rowan County, NC Schedule A FINAL 20061101 doc

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: Anna Bumgarner

DATE: 12/13/21

SUBJECT: Acceptance of FFY20 5310 Urban City of Concord Grant Revenue Agreement

The Board of Commissioners approved Rowan Transit System (RTS) to apply for Federal Fiscal Year 2020, 5310 Urban City of Concord Grant on 9/16/2019. The application was submitted to the City of Concord on 5/20/2020 and the grant was awarded on 8/18/2020. The City of Concord did not send the agreement until RTS followed up last month. The period of performance for this grant is December 2021-March 2025. This grant is 80% Federal to 20% local funds and is used to offset Preventative Maintenance. The total project budget is \$120,000.

Attached is the unexecuted subrecipient agreement with the City of Concord, a copy of the award email and the original application (exhibit A).

The Transit Director requests that the BOC accepts the awarded \$100,000 in Federal Capital Funding and approves the subrecipient agreement for signature by the County Manager. The local match portion is covered by the preventative maintenance line item under R&M Vehicles account.

ATTACHMENTS:

Description	Upload Date	Туре
Subrecipient Agreement	12/14/2021	Backup Material
Award Email	12/14/2021	Backup Material
Exhibit A	12/14/2021	Backup Material

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

SECTION 5310 GRANT AGREEMENT NO. NC-2020-062-01

THIS AGREEMENT is made this the <u>1</u> day of <u>December</u> 2021 (herein "Effective Date"), by and between the CITY OF CONCORD (herein "City"), and <u>Rowan County</u> (herein "Subrecipient") (collectively, the "Parties") for a transit project for seniors and individuals with disabilities in the Concord Urbanized Area ("Concord UZA"). The parties acknowledge and agree that the Effective Date of this Agreement is <u>December 1, 2021</u> and that all terms and conditions have been in force and effect from the Effective Date.

WHEREAS, Section 16 of the Federal Transit Act, 49 U.S.C. § 5310, provides formula funding to states and designated recipients to improve mobility for seniors and individuals with disabilities ("Section 5310"); and

WHEREAS, the Federal Transit Administration (the "FTA") has designated the City of Concord as a grant recipient for capital and operating grants for Federal funds; and

WHEREAS, the Governor of North Carolina designated the City of Concord, as the "designated recipient" of Section 5310 funds for the Concord UZA with the responsibility of evaluating and selecting Projects proposed by eligible subrecipients for Section 5310 funds; and

WHEREAS, the Parties desire to secure and utilize Section 5310 grant funds for operation of new or expanded transportation services to meet the special needs of seniors and individuals with disabilities.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows.

AGREEMENT

- 1. <u>Purpose</u>. The purpose of this Agreement is to provide the Subrecipient with operating assistance for the Section 5310 Project prepared, endorsed, approved, and transmitted by the Subrecipient to the City (the "Project"), and to state the terms, conditions, and mutual undertakings of the Parties as to the manner in which the Project will be undertaken and completed.
- 2. <u>Project Implementation</u>. Subrecipient agrees to carry out the Project as follows:
 - 2.1 <u>Scope</u>. Subrecipient shall undertake and complete the Project in accordance with the procedures and guidelines set forth in the following documents, to the extent applicable:
 - a. Federal Transit Administration ("FTA") Circular 5010.1D, "Grant Management Requirements", dated August 27, 2012;
 - b. FTA Circular 9045.1, "9070.1G Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions", dated May 1, 2007;
 - c. FTA Circular 4710.1, "Americans with Disabilities Act Guidance";
 - d. FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients";

- e. FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients";
- f. FTA Circular 4704, "Equal Employment Opportunity Program Guidelines for Grant Recipients";
- g. FTA Master Agreement, dated October 1, 2017;
- h. FTA Circular 4220.1F, "Third Party Contracting Guidance", dated March 13 14, 2013;
- The State Management Plan for Federal and State Transportation Programs ("State Management Plan");
- j. The Coordinated Transportation Plan for Cabarrus County; and
- k. Subrecipient's Project Documents attached and incorporated herein as Exhibit A.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the City in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the City or Subrecipient that shall cause any conflict with Local, State, or Federal statutes, rules, regulations or ordinances.

- **3. Definitions**. Unless otherwise defined herein, the following terms shall have the meaning set forth below:
 - 3.1 <u>City</u> or <u>Direct Recipient</u> means the City of Concord.
 - 3.2 Applicant, or Subrecipient means Rowan County.
 - 3.3 <u>DOT</u> means the U.S. Department of Transportation
 - 3.4 <u>FTA</u> means the Federal Transit Administration
 - 3.5 <u>Grant Funds</u> means the FTA funds provided by the City for Subrecipient's Section 5310 Project.
 - 3.6 NCDOT means the North Carolina Department of Transportation.
 - 3.7 OMB means the United States Office of Management and Budget.
 - 3.8 <u>Prior Approval</u> means securing the City's written permission prior to taking action or incurring a certain cost.
- **4.** <u>Incorporation of Exhibits</u>. The following Exhibits are attached to this Agreement and are incorporated into and made a part of this Agreement by reference:
 - Exhibit A: Subrecipient's Project Documents
 - Exhibit B: Federal Certifications
 - Exhibit C Section 5310 Program Management Plan

Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between any provisions of this Agreement shall be resolved as follows:

- Any clause required by Federal law shall control over all Agreement provisions;
- All Exhibits shall be inferior to the Agreement provisions and each Exhibit shall control over each subsequent Exhibit as delineated by this subsection.

- 5. <u>Description of Project</u>. Subrecipient shall perform the services described in Exhibit A attached to this Agreement and incorporated herein by reference (herein "Project") except that any reference in Exhibit A to a period of performance shall be changed to the Period of Performance referenced in Section 8 of this Agreement. Unless otherwise provided in Exhibit A, Subrecipient shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Project.
 - 5.1. Agreement Modification. In the event that the City desires to alter the terms of this Agreement, or desires a reduction, expansion, or modification of the Project or the Section 5310 Program that includes an alteration of the terms of this Agreement, the City shall issue to Subrecipient a written notification, which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, Subrecipient shall provide the City with a detailed proposal with a detailed cost or cost reduction and schedule proposal for the alteration. This proposal shall be accepted by the City or modified by negotiations between Subrecipient and the City and, thereafter, both parties shall execute a written Agreement Modification.

Unless specified in a written Agreement Modification, no change, reduction, modification or expansion of the Project within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

- **6.** Cost of Project. The total cost of the Project approved by the City is set forth in the Subrecipient's Project Documents, incorporated into this Agreement as Exhibit A.
 - 6.1 <u>City Share</u>. The City shall provide, from Federal funds, Eighty Percent (80%) of the actual net operating costs of the Project ("City's Share"), not to exceed <u>one hundred four thousand dollars.</u> (\$104,000.00).
 - 6.2 <u>Subrecipient Share</u>. Subrecipient shall provide Twenty Percent (20%) of the actual net operating costs of the Project as defined in Subrecipient's Project Documents and any amounts in excess of the City's Total Share ("Subrecipient's Share"). Subrecipient shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs. The City shall periodically audit the revenues for consistency with Subrecipient's Project Documents. Non-cash contributions to Subrecipient's Share, such as donations, volunteer services, or in-kind contributions, may only be counted if the contribution is for an eligible cost under the Section 5310 program and it was included in the Subrecipient's In-Kind Valuation Plan approved by the City. The value of in-kind contributions must be documented and supported. The net cost is the price paid minus any refunds, rebates, or other items of value received by Subrecipient which have the effect of reducing the actual cost.
- 7. <u>Grant Disbursements</u>. Each month Subrecipient shall submit an invoice to the City as part of its required Reimbursement Request detailing all direct and indirect costs (if previously approved) incurred pursuant to this Agreement, as further detailed in Exhibit A.
 - 7.1. Subrecipient shall not charge the City overtime rates (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week.
 - 7.2. All reimbursable expenses submitted by Subrecipient must comply with the City's requirements; the OMB's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 and the U.S. DOT's implementing regulations, 2 CFR Part 1201; and Part 30 of the Federal Acquisition Regulations (FAR).

- 7.3. The City shall disburse the City's Share within thirty (30) days of each valid Reimbursement Request and Quarterly Progress Report and Quarterly Financial Status Report for each quarter submitted by Subrecipient until it has disbursed the entire City Share of the Project Costs. Subrecipient shall continue with its reporting requirements until completion of the Project regardless of when the City makes its final payment obligation.
- 7.4. The City's determination on whether an incurred cost is allowable, allocable, and reasonable under federal regulations shall be final and conclusive.
- 7.5. Employment Taxes and Employee Benefits. Subrecipient acknowledges and agrees that its employees and subcontractors are not employees of the City. Subrecipient represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with the Project.
- 8. <u>Period of Performance</u>. This Agreement shall commence upon the date of execution, unless specific written authorization from the City to the contrary is received. The period of performance for all expenditures shall extend from <u>December 1, 2021 through March 30, 2025</u>. Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

9. Accounts and Records.

- 9.1. <u>Establishment and Maintenance of Accounting Records</u>. Subrecipient shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account. Subrecipient shall use the Grant Funds only for the purposes of the Project and for no other purpose. The accounting system shall be capable of segregating, identifying and accumulating the allocable Project costs. Subrecipient shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement.
- 9.2. <u>Documentation of Project Costs</u>. All charges to the Project Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in detail the nature and the propriety of the charges and shall adhere to the standards established by the OMB's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 and the U.S. DOT's implementing regulations, 2 CFR Part 1201.
- 9.3. <u>Allowable Costs</u>. Expenditures made by Subrecipient shall be reimbursed by the City as allowable costs to the extent they meet the following requirements:
 - a. Made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
 - b. Necessary in order to accomplish the Project;
 - c. Reasonable in amount for the goods or services purchased;
 - d. Actual net costs to Subrecipient (i.e., the price paid minus any refunds, rebates, or other items of value received by Subrecipient which have the effect of reducing the cost actually incurred);
 - e. Incurred (and for work performed) on or after the date of this Agreement, unless specific authorization from the City to the contrary is received;

- f. Made in conformance with the federal cost principles set forth in OMB's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 and the U.S. DOT's implementing regulations, 2 CFR Part 1201;
- g. Satisfactorily documented; and
- h. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City.
- 10. Reports. Subrecipient shall advise the City regarding the progress of the Project at such time and in such manner as provided in Exhibit C, "Section 5310 Program Management Plan", attached and incorporated hereto. Subrecipient shall report on a monthly, quarterly, and annual basis ridership and other data in the form as requested by the City, including an invoice for reimbursement of eligible costs. Subrecipient shall collect and submit to the City, at such time as the City requires, financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the City. In addition, Subrecipient shall furnish the City with a copy of an independent annual audit following completion of the Project.
- 11. Equipment. Equipment purchased for the Project shall only be used for passenger transportation services as approved in Subrecipient's Project Documents, attached as Exhibit A. Subrecipient understands and agrees that the FTA retains an interest in any Project equipment for that equipment's useful life or until it purchases the federal interest, whichever occurs first. Subrecipient shall only use Project equipment purchased with Grant Funds for public transportation services as approved by the City even if federal funding of the Project is discontinued. Subrecipient shall not transfer ownership of any Project equipment without prior written approval from the City and the FTA, if required.
 - 11.1 <u>Equipment's Useful Life</u>. Subrecipient may purchase the federal interest of Project equipment any time prior to the expiration of the equipment's useful life. The federal interest is the federal percentage share of the equipment's current fair market value as determined by an independent appraisal of the equipment.
 - 11.2 <u>Vehicles</u>. Subrecipient understands and agrees that the FTA retains an interest in any vehicles purchased for the Project. That interest continues for the useful life of the vehicle or until Subrecipient purchases the FTA's interest, whichever occurs first. Subrecipient understands and agrees that, in order to protect the FTA's interest, the City shall retain the title for any vehicles purchased for the Project.
 - 11.3 <u>Vehicle Use</u>. Subrecipient understands and agrees that any vehicles purchased with Grant Funds are expected to attain a minimum of 100 passenger service miles per week, per vehicle or 100 one-way passenger trips per week per vehicle.
 - 11.4. Replacement Vehicles. If an accident occurs that removes a vehicle from further operations prior to the end of its useful life, the City shall receive the insurance proceeds. If Subrecipient purchases a replacement vehicle of a similar type and of equal or greater value than the one damaged, the City shall forward the insurance proceeds to Subrecipient once Subrecipient provides evidence of its purchase. If Subrecipient does not purchase a replacement vehicle, the City shall retain the federal percentage share of the insurance proceeds and provide Subrecipient with the local percentage share of the insurance proceeds.

- 11.4 <u>Maintenance</u>. Subrecipient shall follow the maintenance requirements for vehicles as provided in CATS Facility Maintenance Plan and Bus Fleet Management Plan (combined the "FMP") for preventative maintenance, vehicle servicing, and vehicle replacement. Subrecipient shall make these records as well as its vehicles available for inspection during the City's site visits.
- 11.5. <u>Database</u>. Subrecipient shall maintain a database of vehicle inventory records that shall include but not be limited to the vehicle year, make, and model; date accepted; included equipment; location; inspection, mileage and condition; funding used for the purchase; and maintenance information.
- **12.** <u>Audit and Inspection</u>. Subrecipient shall permit and shall require its contractors to permit the City, the FTA, and the Comptroller General of the United States, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records, and accounts of Subrecipient pertaining to the Project.

Subrecipient shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, Subrecipient shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection and audit by the City or the FTA.

13. Representations and Warranties of Subrecipient. Subrecipient represents and covenants that:

- 13.1. Subrecipient has the qualifications, skills and experience necessary to perform the Project described or referenced in Exhibit A.
- 13.2. The Project shall be performed in accordance with all requirements set forth in this Agreement, including but not limited to Exhibits A and B.
- 13.3. Neither the Project, nor any Deliverables provided by Subrecipient under this Agreement, will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Subrecipient shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Agreement.
- 13.4. Subrecipient affirms that it has not retained any party other than a bona-fide employee working for Subrecipient to solicit this Agreement, and that it has not paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement. The City shall have the right to terminate this Agreement for cause for any breach of this warranty.
- 13.5. In connection with its obligations under this Agreement, Subrecipient shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.
- 13.6. Subrecipient warrants that it has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, including but not limited to paying Subrecipient's Share of the Project Costs, as described in Section 6.

14. Termination of Agreement.

14.1 <u>Termination for Convenience</u>. The City, upon thirty (30) days written notice, may terminate this Agreement in whole or in part, when it is in the interest of the City. If this Agreement is terminated, the City shall be liable only for payments under the payment

- provisions of this Agreement for services rendered and costs incurred before the effective date of termination.
- 14.2 <u>Termination for Funding Withdrawal</u>. The City may terminate this Agreement immediately on written notice to Subrecipient if at any time the FTA for any reason does not award further Grant Funds for Section 5310 Programs to the City. Subrecipient shall be paid under the payment provisions of this Agreement for any services rendered and costs incurred prior to the effective date of such termination.
- 14.3 <u>Termination for Default</u>. If Subrecipient fails to perform the services within the time specified in this Agreement or any extension or if Subrecipient fails to comply with other provisions of this Agreement, the City may, subject to the cure provision in Section 14.4, terminate this Agreement for default. The City shall terminate by delivering a Notice of Termination to Subrecipient specifying the nature of the default. Subrecipient shall only be paid for services performed and costs incurred in accordance with the manner or performance set forth in this Agreement.
- Opportunity to Cure. The City shall, in the case of a termination for default, provide Subrecipient seven (7) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Subrecipient fails to remedy to the City's reasonable satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within seven (7) business days after receipt of the City's notice, the City shall have the right to terminate the Agreement without any further obligation to Subrecipient, except for payment in the manner or performance set forth in this Agreement for services rendered and costs incurred prior to such termination. Any such termination for default shall not in any way preclude the City from also pursuing all available remedies against Subrecipient and its sureties for said breach or default.
- 14.5 <u>Waiver of Remedies for Breach</u>. In the event the City elects to waive its remedies for any breach by Subrecipient of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- 14.6 Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement, Subrecipient shall promptly provide the City with a written statement describing in detail the status of the Project as of the date of termination, including an invoice documenting all Project Costs as of the date of termination. Termination of this Agreement shall not relieve Subrecipient of the obligation to file any monthly, quarterly, or annual reports nor relieve Subrecipient from any claim for reimbursement of Grant Funds previously accrued or then accruing against Subrecipient.
- 15. Relationship of the Parties. The relationship of the parties established by this Agreement is the City as recipient and Subrecipient as the subrecipient of federal grant funds as defined by the FTA. With the exception of the required administrative oversight of the Project by the City, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

16. Indemnification.

- To the fullest extent permitted by law, Subrecipient shall indemnify, defend and hold 16.1 harmless each of the "Indemnitees" (as defined below) from and against any and all "charges" (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Project ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by Subrecipient or its subcontractors in connection with this Agreement; or (iii) arising from Subrecipient's failure to perform its obligations under this Agreement or from any act of negligence or willful misconduct by Subrecipient or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that Subrecipient or an employee or subcontractor of Subrecipient is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City, the State of North Carolina, and the United States Department of Transportation (U.S. DOT), and the officers, officials, employees, agents and independent contractors (excluding Subrecipient) of the City, the State, or the U.S. DOT; and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).
- 16.2 This Section 16 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).
- 16.3 Notwithstanding the foregoing, Subrecipient shall not be liable to the City to the extent a claim arises from the City's negligence or willful misconduct or the negligence or willful misconduct of any employee or agent of the City.

17. Insurance.

17.1 General Requirements.

- a. Subrecipient shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this Section 17, and the City has approved such insurance. Subrecipient shall not allow any subcontractors to commence work on its subcontract until all insurance required of the subcontractors has been obtained and approved.
- b. All insurance policies required by **Section 17.2** shall be with insurers qualified and doing business in North Carolina and recognized by the Secretary of State and the Insurance Commissioner's Office. Subrecipient shall name the City as an additional insured under the commercial general liability policy required by **Section 17.2**.
- c. Subrecipient's insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Subrecipient's operations under this Contract. Subrecipient and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in **Section 16**).
- d. The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall

- be the sole responsibility of Subrecipient and/or subcontractors providing such insurance.
- e. Within three (3) days after execution of this Contract, Subrecipient shall provide the City with Certificates of Insurance documenting that the insurance requirements set forth in this **Section 17** have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Subrecipient shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Contract, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Subrecipient shall not relieve Subrecipient of its obligation to meet the insurance requirements set forth in this Contract.
- f. Should any or all of the required insurance coverage be self-funded/self-insured, Subrecipient shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
- g. If any part of the work under this Agreement is sublet, the subcontractors shall be required to meet all insurance requirements set forth in this **Section 17**, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve Subrecipient from meeting all insurance requirements or otherwise being responsible for the subcontractors.
- 17.2 Subrecipient agrees to purchase and maintain, during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance policies:
 - a. **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate, or as the State of North Carolina requires, whichever is greater.
 - b. Commercial General Liability. Bodily injury and property damage liability shall protect Subrecipient and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Subrecipient, any subcontractor, or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.
 - c. Workers' Compensation Insurance. Meeting the statutory requirements of the State of North Carolina and Employers Liability \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

- d. **Umbrella**. Umbrella insurance should be no less than \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000: otherwise, \$2,000,000 per occurrence.
- e. **Professional Liability**. Professional Liability insurance policy limit requirements shall be based on the total amount of compensation to be paid to Subrecipient under this Agreement and on a determination by City of whether the services provided under this Agreement are for hazardous or non-hazardous activities. The required limits are:

Non-Hazardous Activities: \$1,000,000 per claim/\$1,000,000 annual aggregate.

Hazardous Activities:

For contracts less than \$100,000: \$2,000,000 per claim/\$2,000,000 annual aggregate.

For contracts over \$100,000: \$5,000,000 per claim/\$5,000,000 annual aggregate

- **18.** <u>Drug-Free Workplace</u>. The City is a drug-free workplace employer. The Concord City Council has adopted a policy requiring Companies to provide a drug-free workplace in the performance of any City contract. Subrecipient hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:
 - 18.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
 - 18.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) Subrecipient's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
 - 18.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
 - 18.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
 - 18.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
 - 18.6 Require any party to which it subcontracts any portion of the work under this Agreement to comply with the above provisions.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

19. <u>Civil Rights.</u> As a condition of entering into this Agreement, Subrecipient represents and warrants that it will fully comply with all civil rights laws and implementing regulations including, but not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The Subrecipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Title VI of the Civil Rights Act. The Subrecipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations.
- c. Equal Employment Opportunity. The Subrecipient agrees to comply, and assures the compliance of each third party Subrecipient at any tier of the Project and each sub-recipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Accordingly, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Subrecipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- d. E-Verify Compliance. The Subrecipient agrees that if it enters into any subcontracts in order to perform any of its obligations under this contract, will require that the contractors and its subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64.
- e. Disadvantaged Business Enterprises. The Subrecipient agrees to promote the use of small and disadvantaged business enterprise contractors.
 - (1) Policy. It is the policy of the CITY that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.
 - (2) Goals. Even though specific DBE goals are not established for this project, the CITY encourages the Subrecipient to have participation from DBE contractors and/or suppliers.

- (3) Listing of DBE Subcontractors. The Subrecipient shall submit a listing of all known DBE subcontractors that will participate in the performance of this Project.
- (4) DBE Certification. Only contractors identified as DBE certified through NCDOT's Unified Certification Program (UCP) shall be listed and counted for DBE participation.
- (5) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) contractors, including material suppliers, contractors at all levels, the Subrecipient shall provide the CITY with an accounting of said payments.
- (6) Replacement of Subcontractors. Subrecipient shall not replace a DBE subcontractor without prior approval of the CITY. CONTRACTOR agrees to make a good faith effort to replace any DBE subcontractor with another DBE subcontractor.
- f. Access for Individuals with Disabilities. The Subrecipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Subrecipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the CITY determines otherwise in writing.
- g. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the CITY determines otherwise in writing, the Subrecipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.
- h. Environmental Justice. The Subrecipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the CITY determines otherwise in writing.

i. Other Nondiscrimination Laws. The Subrecipient agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable.

As a condition of entering into this Agreement, Subrecipient agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City, within sixty (60) days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Subrecipient has used on City contracts in the past five (5) years, including the total dollar amount paid by contractor on each subcontract or supply contract. Subrecipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

Subrecipient understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Subrecipient from participating in City contracts and other sanctions.

20. Notices and Principal Contacts. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For Subrecipient:

Valerie Steele

2726 Old Concord Rd

Salisbury, NC 28146

Phone: (704)216-8889

E-mail:

For the City:

Jessica Jones

35 Cabarrus Ave West

PO Box 308

Concord, NC 28026-308

Phone: (704) 920-5222

Valerie.Steele@rowancountync.gov Fax: (704) 920-5231

E-mail: jonesj@concordnc.gov

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall further be copied to the following (in addition to being sent to the individuals specified above):

For Subrecipient:	For the City:
	Valerie Kolczynski
	City Attorney's Office
	35 Cabarrus Ave West
	PO Box 308
	Concord, NC 28226
	Phone: (704) 920-5118
	E-mail: kolczynv@concordnc.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

21. Governing Law, Jurisdiction and Venue. North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Cabarrus County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Cabarrus County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

22. Breaches and Dispute Resolution.

- 22.1 For all disputes, the parties shall first meet in good faith to resolve the dispute. If the parties are unsuccessful in settling the dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Section.
- Any contractor or subcontractor performing work or providing supplies or services used in this Agreement that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars (\$15,000) may require others that are party to the issue or claim to participate in the Dispute Resolution Process set forth in this Section. Unless otherwise directed by the City, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this Section may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Section is a precondition for any party to initiating any form of litigation concerning the dispute.
- 22.3 <u>Subcontract Inclusion</u>. Subrecipient shall and hereby agrees to include this Section in every subcontract or any other agreement it enters into with any party that will be involved in this project.

22.4 Parties at Issue and Required Notice.

- (a) If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute resolution upon the parties to the issue.
- (b) If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the Prime Contractor with whom it has a contract. If the matter is not resolved through the Prime Contractor's informal involvement, then the matter becomes ripe for the Dispute Resolution Process under this Section, and the party may submit its written notice of Dispute Resolution to the City.
- (c) The City is under no obligation to secure or enforce compliance with this Section in which the City is not a party. The City is entitled to notice as required by this Section, but has no obligation to administer, mediate, negotiate, or defray any costs in which

- the City is not a party, except for the selection of a mediator as set forth in Subsection 18.6.1 below.
- (d) If the City is a party to the issue, the party requesting resolution must submit a written request to the City.
- (e) Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Section, the parties to the dispute shall follow the process as set forth in this Section in good faith. The costs of the process shall be divided equally among the parties.
- 22.5 <u>Formal Resolution Meeting</u>. Representatives of each party shall meet as soon as reasonable to attempt in good faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective organizations. The parties may, by agreement and in good faith, conduct further meetings as necessary to resolve the dispute. If resolution is not achieved, the parties shall initiate mediation as set forth below.

22.6 Mediation.

- (a) <u>Selection of Mediator</u>. The parties shall in good faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City's consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute or, if the City is not a party to the dispute but is requested to do so by a party to the dispute.
- (b) Mediation Contract. Upon selection of a mediator, the parties to the dispute shall in good faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth in Subsection 22.6(c) below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Section and Agreement, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Agreement and applicable law.
- (c) <u>Stalemate</u>. If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written Notice of Stalemate, which shall conclude the dispute resolution process, unless the parties agree otherwise.
- **23.** No Liability for Special or Consequential Damages. The City and Subrecipient shall not be liable to each other, their agents or representatives or any subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Agreement.
- **24.** <u>Severability</u>. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any

provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

- **25.** No Publicity. No advertising, sales promotion or other materials of Subrecipient or its agents or representations may identify or reference this Agreement or the City in any manner without the written consent of the City.
- 26. Approvals. All approvals or consents required under this Agreement must be in writing.
- 27. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any right or remedy, or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that right or remedy or of any other right or remedy.
- 28. <u>Survival of Provisions</u>. All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following:

Section 7.5 "Employment Taxes and Employee Benefits"
Section 11 "Equipment"
Section 13 "Representations and Warranties of Subrecipient"
Section 14 "Termination of Agreement"
Section 16 "Indemnification"
Section 17 "Insurance
Section 20 "Notices and Principal Contacts"

- 29. Familiarity and Compliance with Laws and Ordinances. Subrecipient agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Project. Subrecipient further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Project.
- **30.** Conflict of Interest and Code of Conduct. Subrecipient shall notify the City immediately if it has a real or apparent conflict of interest with regard to this Agreement. Subrecipient shall not use its position for personal or organizational gain. Subrecipient shall not engage in any transaction that presents a real or apparent conflict of interest. Subrecipient shall not engage in any transaction incompatible with the proper discharge of its duties in the public interest or that would tend to impair independent judgment or action in performance of its contractual obligations.

Subrecipient shall not give gifts or favors to City staff nor shall City staff accept gifts or favors in violation of N.C.G.S. § 133-32 or City Policy HR 12.3 regarding gifts and favors.

- 31. <u>Construction of Terms</u>. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 32. Federal Clauses. The work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. Subrecipient agrees to comply with the following federal requirements that are applicable to this Agreement and shall incorporate these requirements into any subagreement or subcontract it executes pursuant to its obligations under this Agreement.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration ("FTA") Master Agreement, as amended (the "Master Agreement"), including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Agreement, are deemed incorporated into this Agreement by reference and shall be incorporated into any sub agreement or subcontract executed by Subrecipient pursuant to its obligations under this Agreement. Subrecipient and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable Federal, State and Local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this Agreement. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

32.1 <u>Energy Conservation</u>. Subrecipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 <u>et. seq.</u> This requirement extends to all third party contractors and their contracts at every tier.

32.2 Clean Water.

- (a) Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq. Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 32.3 <u>Clean Air</u>. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 32.4 Recovered Materials. Subrecipient agrees to comply with all the requirements of section 6002 of the Resource conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 32.5 <u>Charter Bus Operations</u>. Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- 32.6 <u>School Bus Operations</u>. Pursuant to 69 U.S.C. § 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- 32.7 Lobbying. Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended by the Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601, et seq., Subrecipient shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." This requirement extends to all third-party contractors and their contracts at every tier. Each tier certifies to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City. This Certification is attached with Subrecipient's Project Documents in Exhibit A.
- Access to Records and Reports. Subrecipient agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excepts and transcriptions. Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Subrecipient agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Subrecipient agrees to maintain same until the City, the FTA Administrator, the Comptroller General or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims

- or exceptions related thereto.
- 32.9 <u>Federal Changes</u>. Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.
- 32.10 No Government Obligation to Third Parties. The City and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Section 5310 grant, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Section 5310 grant.

Subrecipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

32.11 Program Fraud and False or Fraudulent Statements or Related Acts.

- (a) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, Subrecipient certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to the underlying Agreement or the Project. In addition to other penalties that may be applicable, Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.
- (b) Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Subrecipient, to the extent the Federal Government deems appropriate.
- (c) Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

32.12 <u>Disputes, Breaches, Defaults, or Other Litigation.</u>

(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

- (b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
 - (i) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (ii) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - (iii) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.
- (c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
- (d) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

32.13 Government-Wide Debarment and Suspension (Nonprocurement). This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Subrecipient is required to verify that neither it, nor its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) is excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Subrecipient is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction in which it enters. Upon execution of this Agreement, Subrecipient certifies as follows:

"The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Subrecipient agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Agreement. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions."

- 32.14 <u>Civil Rights Requirements</u>. The following requirements apply to this Agreement:
 - (a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - (b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:
 - Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including

- apprenticeship. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (ii) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (iii) <u>Disabilities</u>. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- 32.15 <u>Disadvantaged Business Enterprises</u>. Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate. Subrecipient agrees to include the assurance in this paragraph in any agreement it signs with a subcontractor for the Project.
- 32.16 <u>ADA Access</u>. Subrecipient agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:
 - (a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
 - (b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
 - (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
 - (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
 - (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- (k) Any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32.17 <u>Incorporation of Federal Transit Administration (FTA) Terms</u>. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of the City's requests which would cause the City to be in violation of the FTA terms and conditions. This requirement extends to all third-party contracts and their contracts at every tier.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

CITY OF COCORD	ROWAN COUNTY
By:	Ву:
Print Name: <u>Lloyd Wm. Payne, Jr.</u>	Print Name: Aaron Church
Title: City Manager	Title: County Manager
Date:	Date:

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

Finance Director

Date

Cowden, Kristy

FFY20

From:

pconrad@mblsolution.com

Sent:

Tuesday, August 18, 2020 4:36 PM Steele, Valerie S; Cowden, Kristy

To: Cc:

Church, Aaron

Subject:

RE: FY19/FY20 5310 Applications

5310-URBAN CHy of Concord

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.

Congratulations!

From: Jessica Jones [mailto:jonesj@concordnc.gov]

Sent: Tuesday, August 18, 2020 4:31 PM Subject: FW: FY19/FY20 5310 Applications

Good afternoon!

Thank you for submitting your scorecards. Based on your responses, we will be awarding the following:

Rowan County \$104,000 Cabarrus County \$66,182

If you do not agree with the award amounts above, please let me know no later than the end of the day Wednesday, August 19th so that we can finalize the grant application with FTA.

Please let me know if you have any questions. Thank you!

Jessica Jones
Deputy Finance Director
City of Concord
704-920-5222
jonesi@concordnc.gov

Boc Application approval

9/14/2019

Section 5310 Funding Program Application

Please complete Parts I – III of the 5310 Funding Program Application. Return the completed application to City of Concord as noted in the Application Process Section.

Part I – Funding Request

Applicant Information

Organization Name: Rowan County

Contact Person: <u>Valerie Steele</u>

Address: 2726 Old Concord Rd

City, State, Zip: Salisbury, NC 28146

Telephone: <u>704-239-1434 (cell)</u> Fax: <u>704-216-7978</u>

Email: valerie.steele@rowancountync.gov

Website: www.rowantransit.com

Project Information

Title: Rowan Transit System (RTS) Traditional Capital Project

Brief Description: <u>The project funding will be utilized for preventative maintenance, vehicle rehabilitation or overhaul, and maintenance on the vehicle wheelchair lifts on the RTS rolling stock activities for Section 5310.</u>

Project Type:	Traditional	<u>X</u>	Other
Service days/h	ours (if applica	ble):	Monday-Friday 5:30am-5:30pm
Estimated Cost	per One-Way	Trip (if	fapplicable):
Estimated Daily	Riders per We	eekday	//Weekend (if applicable):

Part II – Project Narrative

Please complete the Project Narrative questions below for your application. These questions closely align with the Project Selection Criteria included in the 5310 Program Management Plan and 5310 Application Package.

Expanded Project Description

This project will allow RTS funding to service, repair and maintain the vehicles and wheelchair lifts utilized for transportation of seniors and individuals with disabilities. This funding will allow us to continue to provide uninterrupted service to seniors or other individuals with disabilities. Completing timely preventative maintenance action will ensure that the entire fleet remains available for use and maximize the number of individuals we can serve.

Project Needs

How is the proposed project consistent with eligible 5310 program activities and objectives of the 5310 funding program?

The Section 5310 funding under this project will be utilized for preventative maintenance, vehicle rehabilitation or overhaul, and maintenance on the vehicle wheelchair lifts on the RTS rolling stock activities.

Describe how the project will increase or enhance the availability of transportation for the elderly and disabled populations in the Cabarrus-Rowan Urbanized Area?

Vehicles and wheelchair lifts are a necessary component of transportation for the seniors and other individuals with disabilities within Rowan County. Completing timely preventative maintenance services will assist with increasing the number of vehicles available for use and maximize the number of individuals we can serve. The funding from this project will go directly towards vehicle maintenance costs.

What need(s) does the project address in the Local Coordinated Plan? Please provide the page number(s) in the Local Coordinated Plan your project corresponds with.

Does the project provide a service or investment that otherwise would not be available? If so, please explain.

N/A The project is for vehicle maintenance.

Project Planning and Implementation

Describe how the proposed project might coordinate or link with other transportation providers or transportation stakeholders?

N/A The project is for vehicle maintenance.

Describe the project timeline and project lifespan?

The project will be for the County Fiscal Year 2022.

Please note how you plan to market your proposed project? If an existing service, note how your service is currently marketed?

N/A The project is for vehicle maintenance.

When could your project begin upon receiving funding? Describe the process your organization would take to implement the project.

Project activities begin immediately after the project budget amount is awarded. Vehicle services A, B, C and D are in place as are wheelchair inspections and maintenance intervals.

Project Budget

Draft Program Management Plan

In addition to filling out the Proposed Project Budget, note any plans for continued investment and/or maintenance for the proposed project after the 5310 funds are spent.

After 5310 funds are expended the remaining preventative maintenance will come from the County General Fund as budgeted for FY22 in the Vehicle R&M account.

Program Effectiveness and Evaluation

How does your organization plan to collect information to monitor quality control and customer satisfaction related to implementing the proposed project? Include in your description any measurable indicators you propose to use.

N/A The project is for vehicle maintenance.

Organizational Preparedness

Describe the staffing plan for this project. Who would be the primary staff person responsible for managing the grant? What other staff would be involved? Describe any relevant past experience these staff have in working on the type of project proposed.

Valerie Steele, Director of both the Rowan Transit System (RTS) and the Mid Carolina Regional Airport, has over 18 years of experience in the transportation industry. Valerie is responsible for administrative, budgetary, and regulatory compliance and provides the overall representation for RTS. She is the direct liaison between RTS and the County Manager and Board of Commissioners. Kristy Cowden, RTS Accounting Specialist II, has over 27 years of experience in accounting and has 13 years' experience with multiple government grants. Kristy is responsible for all accounts payable, accounts billable, budget amendments and grants administration and reimbursement requests for Rowan Transit System. Valerie and Kristy have access to the NCDOT on-line grants system Enterprise Business System (Partner Connect). Kristy

will be the primary contact. Avis Heggins, RTS Operations Manager, has over 8 years of experience in transportation and safety management including firsthand experience as a driver. Avis is responsible for managing the daily operation of all aspects of the transit program for Rowan County. She is the direct scheduler and supervisor for all of the RTS and the drivers and is well versed in all FTA and NCDOT rules and regulations. Raynah Phillips, Safety and Training Officer has over 5 years' experience working directly with safety operations and has developed a holistic approach to safety training by attending many training opportunities offered across the US and implementing the best practices learned. Raynah is in charge of building a safety culture, developing and providing regular safety meetings, training and activities. Her main responsibility is to establish and promote a safe, accident free, and healthy work environment. Additionally, she ensures compliance with County, local, state and federal regulations regarding transit operations such as vehicle safety and driver certifications.

Please note any experience your organization has with financial reporting such as quarterly reports, annual audits and/or other forms of financial reporting.

Rowan Transit is a department of Rowan County Government. RTS Staff has many years of combined experience in Transportation, Financial and Grant Management. RTS staff is on site daily to monitor operations and ensure all grant requirements are met.

Describe any training, maintenance, inspections and/or service monitoring you plan to do focused on managing risk and providing safe services?

Rowan Transit has a System Safety Program Plan that is approved by NCDOT Public Transportation Division's Safety Office and also completed a PTASP. RTS staff is held to the standards set forth in the plan. As program managers for Rowan County, RTS Staff ensures that all training and vehicle maintenance requirements are met. RTS is dedicated to managing risk and providing a safe service. Everyone is viewed as a Safety Officer.

Part III – Proposed Project Budget

Project Funding

Local matching funds are required for all application submittals. For projects requiring operating funds the required match is 50% from non-federal transportation funds. For capital projects the required match is 20% + from non-federal transportation funds. Some potential capital match exceptions are noted in the FTA guidance and the CK Rider Area Transit 5310 Program Management Plan.

Total Project Budget	\$ <u>120,000.00</u>	
Capital Federal Share	\$ <u>100,000.00</u>	80 %
Capital Local Match	\$20,000.00	20 %

Local Match Fund Source: <u>County General Fund</u>

Note: The applicant must demonstrate a commitment to provide local funds and provide appropriate documentation. Documentation may be in the form of a letter or other supporting documentation noting where funds will be drawn from.

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: Micah Ennis, Director **DATE:** December 14, 2021

SUBJECT: Change in Existing Foster Child Reinvestment Agreement

Rowan County Department of Social Services has an existing agreement with Cardinal Innovations Healthcare (CIH) whereby CIH provides financial contributions to Rowan County DSS based on the number of its members who are in foster care and Rowan County DSS reinvests those funds to improve permanency outcomes.

As Vaya Health is taking over CIH, the new agreement simply changes the name of the Local Management Entity and nothing about the terms of the agreement. The blank agreement is attached for reference.

Social Services Director recommends that the Board of Commissioners authorize the DSS Director to sign the agreement that assigns the responsibilities of CIH under the agreement to Vaya Health.

ATTACHMENTS:

DescriptionUpload DateTypeChange in Existing Foster Child
Reinvestment Agreement12/15/2021Cover Memo

ASSIGNMENT OF FOSTER CHILD REINVESTMENT AGREEMENT

This Assignment of Foster Child Reinvestment Agreement ("Assignment") is entered into between Cardinal Innovations Healthcare ("Cardinal"), with a principal place of business at 10150 Mallard Creek Road, Suite 400, Charlotte, NC 28262; Vaya Health ("Vaya"), with a principal place of business at 200 Ridgefield Court, Asheville, NC 28806; and Rowan County, with a principal place of business at 130 W Innes Street, Salisbury, NC 28144. Individually, Cardinal, Vaya, and the County may be referred to as a "Party" and collectively as the "Parties". Any capitalized term not otherwise defined in this Assignment shall have the same meanings and definitions as set forth in the Agreement.

RECITALS

WHEREAS, Cardinal and the County are both Parties to an agreement entitled "Foster Child Reinvestment Agreement" with an Effective Date of April 1, 2021 ("Agreement").

WHEREAS, Cardinal and the County entered into the Agreement for the purpose of supporting children entering custody of the County in recognition of the systemic challenges present in supporting such children.

WHEREAS, effective January 1, 2022, the County will be leaving Cardinal's catchment area and will be part of Vaya's catchment area. As such, effective January 1, 2022, Medicaid and other publicly-funded mental health, intellectual/developmental disability, and substance use disorder services for residents of the County will no longer be managed by Cardinal and will instead be managed by Vaya.

WHEREAS, Vaya wishes to assume Cardinal's obligations under the Agreement through the end of the Agreement's existing term, and Cardinal wishes to assign the Agreement to Vaya.

WHEREAS, the County wishes to continue its obligations under the Agreement with Vaya.

WHEREAS, for good consideration and in accordance with the terms and conditions herein, Cardinal, Vaya, and the County agree as follows:

- I. Assignment to Vaya. All of Cardinal's rights and obligations under the Agreement are hereby assigned to Vaya. Vaya assumes any and all of Cardinal's rights and obligations under the Agreement, and Cardinal is excused from and has no further performance obligations under the Agreement. For avoidance of doubt, effective as of January 1, 2022, the Parties to the Agreement are Vaya and the County, and Cardinal is no longer a Party to the Agreement.
- II. No other Modifications to Agreement. Nothing in this Assignment is intended to modify any other terms of the Agreement. All of the terms and conditions of the Agreement not modified by this Assignment remain in effect. To the extent the County or Vaya wish to modify any other terms of the Agreement going forward, the County and Vaya shall mutually agree to do so in writing. For avoidance of doubt, unless otherwise agreed to by Vaya and the County, the Agreement shall expire as of its own terms as of June 30, 2022, pursuant to Section 8 of the Agreement.
- **III. Effective Date.** This Assignment is effective as of January 1, 2022 (the "Assignment Effective Date").

WHEREAS, this Assignment is entered into as of the Assignment Effective Date by the Representatives of the Parties identified below:

Cardinal Innovations Healthcare:	Rowan County:
(ADOPTED SEAL)	(ADOPTED SEAL)
Name:	Name:
Title:	Title:
Date:	Date:
Vaya Health:	
(ADOPTED SEAL)	
Name:	_
Title:	_
Date:	_
This Agreement has been pre-audited in the 3, the LocalGovernment Budget and Fiscal (e manner required by N.C. Gen. Stat. Chapter 159, Article Control Act.
Name:	
Title:	
Date:	

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Casey Robinson, Assistant Tax Collector

DATE: December 15, 2021

SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description Upload Date Type

NOVEMBER 2021 TAX REFUNDS 12/15/2021 Cover Memo

actor	5
S	5
۰	5
Darnell	5
E/V	2

TAXPAYER NAME 1	TAXPAYER NAME 2	ADDRESS 1	ADDRESS 2 CITY	STATE ZIP	ZIP	SITUS	PARID	REFUND
ADVANTAGE TITLE LLC		137 MAIN STREET	BAY ST LOUIS	MS	39520	395 ARMISTEAD RD	430 116	32.71
AIM HOLDINGS LLC		4403 PAULA DR	WINSTON SALEM	NC	27127-6835	425 E LIBERTY ST	010 407	13.77
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE	DETROIT	M	48226	2515 OLD US 70 HWY	270 012	2,017.14
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE	DETROIT	Σ	48226	260 HOLSHOUSER RD	373 001	2,034.75
ANDREW M ADAMS PA		129 W TRADE ST SUITE 1525	CHARLOTTE	NC	28202	13535 COOL SPRINGS RD	730 022	183.25
ANDREW M ADAMS PA		129 WEST TRADE ST SUITE 1525	CHARLOTTE	NC	28205	406 W 9TH ST	149 166	523.86
ANTOSEK MICHELE T		801 WELLINGTON HILLS CIR	SALISBURY	NC	28147-7963	801 WELLINGTON HILLS CIR	3278072	2.02
ASHLEY JERRY LYNN	ASHLEY LUCY THACKER	608 SALISBURY ST	CHINA GROVE	NC	28023	608 SALISBURY ST	101 189	21.85
ATHEY MICHAEL C	ATHEY CAROL A	374 CRESS LOOP RD	SALISBURY	NC	28147	374 CRESS LOOP RD	479G012	10.66
ATLANTIS TITLE CO INC		5309 MONROE RD	CHARLOTTE	NC	28205	1301 ARDEN RD	326A054	1,111.18
ATLANTIS TITLE CO INC		5309 MONOE RD	CHARLOTTE	NC	28205	145 GRAY HAWK DR	372D009	2,132.57
ATLANTIS TITLE CO INC		5309-B MONROE RD	CHARLOTTE	NC	28215	0 ED WEAVER RD	415 031	808.95
ATLANTIS TITLE CO INC		5309-B MONROE RD	CHARLOTTE	NC	28215	425 ED WEAVER RD	415 149	1,256.50
ATLANTIS TITLE CO INC		5309 MONROE RD	CHARLOTTE	NC	28215	1002 BARROW LN	631 114	886.29
BARNHARDT CAROL PRICE	BARNHARDT SHARON A	409 S FRANKLIN ST	CHINA GROVE	NC	28023	409 S FRANKLIN ST	102 134	2.70
BEEKER BRENTON J		206 S ROWAN AV	SPENCER	NC	28159	206 S ROWAN AVE	033 381	137.58
BLANKINSHIP DONNA O	BLANKINSHIP BRUCE M	2680 WHITE RD	SALISBURY	NC	28147	2680 WHITE RD	758 016	3.24
BOONE MARK ECKERD	BOONE DONNA L	8825 CLOVERFIELD DR	KANNAPOLIS	NC	28081	8825 CLOVERFIELD DR	248 204	2.36
BRANCH DON LYLE JR		104 TREXLER ST	ROCKWELL	NC	28138	104 TREXLER ST	630 150	4.00
BRINCEFIELD PAUL MARK	BRINCEFIELD SUSAN	801 N FULTON ST	SALISBURY	NC	28144	801 N FULTON ST	003 100	918.17
BROWN LEAMON	BROWN BEATRICE	6308 ELK TRL	SALISBURY	NC	28147	1722 CHANTILLY LN	063A007	1,717.51
BUTLER PHILLIP	BUTLER LYNN ANN	PO BOX 836	SALISBURY	NC	28145	520 HONEYCUTT RD	322 005	9.20
CAMPBELL ELSIE M		507 N ZION ST	LANDIS	NC	28088	507 N ZION ST	107 055A	2.93
CARPENTER RODGER DENNIS	CARPENTER VICKIE CORRIHER	340 WALT CORRIHER RD	CHINA GROVE	NC	28023	340 WALTER CORRIHER RD	131 266	10.93
CHANCE GEORGE	CHANCE JANET	7939 TEXAS PL	KANNAPOLIS	NC	28083	7939 TEXAS PL	248A042	1.16
CMD OF THE CAROLINAS LLC		12555 NC 801 HWY	MT ULLA	NC	28125	814 MABLE AVE	151 369	851.87
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY ROAD	IRVING	Ϋ́	75063	0 POTNECK RD	302A071	1.43
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY ROAD	IRVING	X	75063	720 POTNECK RD	302A072	23.00
CURLEE LARRY FRANKLIN	CURLEE PATRICIA B	2665 POOLE RD	SALISBURY	NC	28146	2665 POOLE RD	640C050	8.00
DANIEL SANDRA OVERCASH		912 SPRING BRANCH LN	CHINA GROVE	NC	28023	912 SPRING BRANCH LN	114C094	6.59
DAVIS CAROLYN B		2560 SORRELL DR	FLORISSANT	MO	63033	402 SOUTHERN ST	026 169	2.80
DAVIS TINIE VANHOY		419 DEPOT ST	ROCKWELL	NC	28138	PERSONAL PROPERTY	922666	477.43
DEAL KEITH LEE		375 BUCK DR	SALISBURY	NC	28146	375 BUCK DR	412 288	01
DIXON KATHRYN DIANNE	JORDAN JUDY SCERCY	122 BREWER LN	CHINA GROVE	NC	28023	1250 CHOW DR	146 139000001	
DOWLESS LAW FIRM PC		51 CABARRUS AVE W	CONCORD	NC	28025	501 FORREST AVE	148 217	78.66
DURSO ROBERT N	DURSO LINDA A	29 WILLOW LAKE DR	COLTS NECK	2	07722	O BRINGLE FERRY RD	507 045	2.35
EDULEMAN IIMOI HY ALLEN	EDDLEMAN ROBIN H	420 SASSY LN	KANNAPOLIS	NC	28081	420 SASSY LN	2498438	10.00
EDWARDS TERESA P		6845 STOKES FERRY RD	SALISBURY	NC	28146	6845 STOKES FERRY RD	625 009	11.13
EPLET BREINDA		PU BUX 888	KITTY HAWK	NC.	27949	O LENTZ RD	127 129	863.32
FIRY TONY RAI PH SR	ELIBY SYDNEY I VINE	241 NAIDEIELD CT	WOODLEAF	NC NC	2/054	1540 NEEDMORE RD	801 015	3.59
EVANS GEORGE DANNY	EVANS GERLINDE FRANK	15372 MOORESVILE RD	MOORESVILLE	N	28115	15372 MOORESVILLERD	573 008	7.01
EYE ASSOCIATES OF ROWAN LLC		800 W CEMETERY ST	SALISBURY	N	28144	518 N WEST ST	006 086	2.98
EYE ASSOCIATES OF ROWAN LLC		800 W CEMETERY ST	SALISBURY	NC	28144	512 N WEST ST	006 087	2.07
EYE ASSOCIATES OF ROWAN LLC		800 W CEMETERY ST	SALISBURY	NC	28144	800 W CEMETERY ST	060 900	23.18
EYE ASSOCIATES OF ROWAN LLC		800 W CEMETERY ST	SALISBURY	NC	28144	809 CEMETERY ST	006 122	1.91
EYE ASSOCIATES OF ROWAN PA		800 W CEMETARY ST	SALISBURY	NC	28144	800 W CEMETARY ST	165798	12.26
FOSTER GEORGANNA		AO1 O TO A CO O O O O O O O O O O O O O O O O O	1771140					

FULMAN COMPANY LLC GABLER, SADIE POWELL GEORGE ARNOLD EURIEL GILLESPIE PATRICIA DIANE HAMM EULANE P HANKINPACK HANKINPACK		LSS DONNS MON IAN CHURCH RD	SALISBURY	N	28146	PERSONAL PROPERTY	989447	80.94
GABLER, SADIE POWELL GEORGE ARNOLD EURIEL GILLESPIE PATRICIA DIANE HAMM EULANE P HANKINPACK HANKINPACK		425 S FULTON ST	SALISBURY	NC	28144	435 N SHAVER ST	016 050	551.23
GEORGE ARNOLD EURIEL GILLESPIE PATRICIA DIANE HAMM EULANE P HANKINPACK		4225 SE 10TH ST	BELLERVIEW	F	34420	410 CORRELL LOOP RD	411A01901	156.50
GILLESPIE PATRICIA DIANE HAMM EULANE P HANKINPACK HANKINPACK		PO BOX 52693	DURHAM	NC	27717	0 CHILDERS RD	560 004	2.15
HAMM EULANE P HANKINPACK HANKINPACK		246 RIVER BIRCH DR	SALISBURY	NC	28146	0 JONES RD	312 063	9:90
HANKINPACK		7821 HOWARD AV	KANNAPOLIS	NC	28081	7821 HOWARD AVE	2498228	5.75
HANKINPACK		5955 CARNEGIE BLVD SUITE 350	CHARLOTTE	NC	28209	PERSONAL PROPERTY	174926	16.86
		5955 CARNEGIE BLVD SUITE 350	CHARLOTTE	NC	28209	301 LIZABETH LN	118D011	1,980.96
HANNON PAUL T		471 PEPPERSTONE DR	SALISBURY	NC	28146	471 PEPPERSTONE DR	403K006	6.48
HAPPY DAY CHILD DEVELOPMENT INC		710 S MAIN ST	LANDIS	NC	28088	710 S MAIN ST	157 025	14.46
HARGETT SHARON T		175 GOODMAN DR	SALISBURY	NC	28146	PERSONAL PROPERTY	112240	29.95
HARRY MARSH LAW		1320 MATTHEWS MINT-HILL RD	MATTHEWS	NC	28105	1616 STATESVILLE BLVD	333 030	303.00
HEDRICK JAMES F		154 BRIARFIELD DR	MOORESVILLE	NC	28115	154 BRIARFIELD DR	243A154	4.03
HILL DELORES F		2704 W C ST	KANNAPOLIS	NC	28081	2704 W C ST	2498186	4.00
HL RUTH III PA		PO BOX 2087	CONCORD	NC	28026	2001 N MAIN ST	160 161	142.14
HOLLAND PAUL RAY		445 PANTHER POINT RD	RICHFIELD	NC	28137	445 PANTHER POINT RD	800 905	5.78
HOWDYSHELL WILLIAM ROY JR		708 CHINA GROVE RD	KANNAPOLIS	NC	28083	PERSONAL PROPERTY	172838	200.00
JCR PROPERTIES LLC		290 BLUE WATERS DR	SALISBURY	NC	28146	0 E NC 152 HWY	427 048	2.00
JORDAN JAMES STEPHENS		707 E 23RD ST	KANNAPOLIS	NC	28083	707 E 23RD ST	161 035	2.05
D	KERSCHNER SUSAN A TRUSTEES	2806 WILEY DR	NORTH MYRTLE BEACH	SC	29582	1555 PANTHER POINT RD	505 082	4.81
LANSER DONALD G	LANSER LYDIA S	120 HILL TOP CIR	LITTLETON	NC	27850	521 W HORAH ST	009 179	2.25
LOMAX BARBARA FOSTER		120 JIBSAIL RD	SALISBURY	NC	28146	120 JIBSAIL RD	612 132	15.00
MATLOCK CAROLYN		1812 LINDA AVE	KANNAPOLIS	NC	28083	1812 LINDA AVE	161 148	155.64
MOGUSU MARLIN		2860 NEEDMORE RD	WOODLEAF	NC	27054	2880 NEEDMORE RD	707 011	146.00
OO	MOOSE LEONARD	185 HERITAGE LN	SALISBURY	NC	28147	185 HERITAGE LN	4648038	1,137.71
MOSIER MONAGHAN LLC		4224 HONEYSUCKLE RD	ROCKHILL	SC	29732	721 W JAKE ALEXANDER BLVD	061A184	9,084.49
		5936 HADDINGTON DR	CHARLOTTE	NC	28215	O GREENBRIAR AVE	121 00801	89.25
	% KEVIN HAWKINS	1711 BELLEVUE AVE APT D1211	RICHMOND	VA	23227	O HAWKINS LOOP	324 214	150.00
NANCE & OVERBEY PLLC		214 E INNES ST	SALISBURY	NC	28144	162 BIRTWICK RD	4318014	1,061.43
NANCE & OVERBEY PLLC		214 E INNES ST	SALISBURY	NC	28144	1875 STIREWALT RD	221A053	67.38
O.		214 E INNES ST	SALISBURY	NC	28144	407 N MAIN ST	350 019A	221.77
RD	NESBIT DIANE S	6051 OLD MOCKSVILLE RD	SALISBURY	NC	28144	6051 OLD MOCKSVILLE RD	304 056	3.35
	NESBITT KAY C	104 EVANDALE RD	KANNAPOLIS	NC	28081	104 EVANDALE RD	2498047	2.14
ORANGE COAST LENDER SERVICES		1000 COMMERCE DR STE 520	PITTSBURGH	PA	15275	795 ANTLER RIDGE DR	260 010	1,526.66
		PO BOX 218	CHINA GROVE	NC	28023	706 E CENTERVIEW ST	176511	121.07
2	PRESLAR TERRIE D	330 GREGORY RD	SALISBURY	NC	28147	330 GREGORY RD	4.64E+260	11.50
PULLIAM SANDRA S		6319 BION RD	JULIAN	NC	27283	520 SPORTSMAN DR	500A236	150.66
٨D		7755 STOKES FERRY RD	SALISBURY	NC	28146	405 S SALISBURY AVE	164563	33.53
	REESE SARAH	175 SILVER HILLS DR	TROUTMAN	NC	28166	O CLEARVIEW RD	276 060	270.44
	REID CAROLYN O	1200 LAURA AVE	KANNAPOLIS	NC	28083	1200 LAURA AVE	151 108	2.79
	SCHMIDT DIANE G	205 TANGLEWOOD DR	KANNAPOLIS	NC	28081	205 TANGLEWOOD DR	249B086	538.99
SCHMIDT CHARLES MICHAEL		3155 N ENOCHVILLE AVE	MOORESVILLE	NC	28115	3155 N ENOCHVILLE AVE	237 026	129.00
SEMBER SUSAN THURSTON		882 WISTERIA WAY	SALISBURY	NC	28146	120 CONFEDERATE AVE	002 021	20.00
SERVICELINK LLC		1355 CHERRINGTON PKWY	MOON TOWNSHIP	PA	15108	14230 COOL SPRINGS RD	724 033	2,332.24
SERVICELINK LLC		1355 CHERRINGTON PKWY	MOON TOWNSHIP	PA	15108	105 OVERHILL DR	3248231	3,197.90
SHEPARD LAW PLLC		5160 POPLAR TENT RD	CONCORD	NC	28027	233 RANDOM DR	479C001	1,365.06
LJR	SHOE SUSAN P	2145 MT HOPE CHURCH RD	SALISBURY	NC	28146	O MT HOPE CHURCH RD	417 040	5.49
SIDES ROBERT L		2510 MOORESVILLE RD	SALISBURY	NC	28147	2510 MOORESVILLE RD	459 030	5.86
		PO BOX 181	WOODLEAF	NC	27054	6745 FOSTER RD	704 031	21.63
	STRIPLIN CARYN D	1195 BLAZE DR	MOUNT ULLA	NC	28125	1195 BLAZE DR	563 051	400.00
THE FIFE LAW FIRM PA		8366 SIX FORKS RD SUTE 104	RALEIGH	NC	27615	235 CRESCENT HEIGHTS DR	426B115	434.32

THE GOLDEN SPACE INC		PO BOX 3725	CRESTLINE	S	92325	119 STH ST	032 124	10.00
THE GOLDEN SPACE INC		PO BOX 3725	CRESTLINE	CA	92325	0 5TH ST	032 180	2.00
THE KANIA LAW FIRM		82 PATTON AVE SUITE 500	ASHEVILLE	NC	28801	5388 SAM BROADWAY LOOP	245A05401	634.73
THE SPERRY LAW FIRM PC		15801 BRIXHAM HILL AVE STE 225	CHARLOTTE	NC	28277	309 S CHAPEL ST	108 03203	1,340.37
THE TJX COMPANIES INC		PO BOX 9133	FRAMINGHAM	MA	01701	375 FAITH RD	167656	4,153.54
THOMAS ROBERT F JR	THOMAS BRIGID H	2009 BURLWOOD CT	MATTHEWS	NC	28104	O EMERALD BAY DR	5038002	2.12
TIMIOS INC		5716 CORSA AVE STE 102	WESTLAKE VILLAGE	CA	91362	203 W 4TH ST	157 045	232.99
TOBY OUTDOOR LLC		PO BOX 11397	CHARLOTTE	NC	28220	PERSONAL PROPERTY	178141	902.40
TOBY OUTDOOR LLC		PO BOX 11397	CHARLOTTE	NC	28220	PERSONAL PROPERTY	178141	979.10
TODD-HAUSSMAN KAREN R		109 STONE POINTE DR	SALISBURY	NC	28146	0 STONE POINTE DR	412C301	37.20
TOMLIN LAUREN	BIDDY MICHAEL TODD	98 1ST AVE	CHINA GROVE	NC	28023	98 1ST AVE	164A048	2.96
TROUTMAN RICKEY DARRELL	TROUTMAN DONNA	21380 OLD BEATTY FORD RD	GOLD HILL	NC	28071	21380 OLD BEATTY FORD RD	546 043	1,353.59
VANHOY RANDY	VANHOY RANDALL D	525 RAINEY RD	SALISBURY	NC	28146	525 RAINEY RD	355 037	2.09
VICKERS LILLIAN RUTH BRIGGS		5380 LONG FERRY RD	SALISBURY	NC	28146	5380 LONG FERRY RD	612 193	2.14
WADDELL WILLIAM LEE	WADDELL JANICE ECKARD	710 COLEY RD	SALISBURY	NC	28146	710 COLEY RD	353 161	10.00
WALLS CHERYL		345 LUCY LAKE RD	WOODLEAF	NC	27054	1107 ECHO DR	808 020	2.93
WELLS GARY EUGENE	BURTON ELLEN	280 MILLER DR	SALISBURY	NC	28146	280 MILLER DR	420B139	1.00
WHITE VICKY L.		678 S 82ND STREET	HARRISBURG	PA	17111	200 SWAIM CT	614200	54.00
WILHOIT BOBBY HARRIS		960 BOSTIAN RD	CHINA GROVE	NC	28023	960 BOSTIAN RD	129 042	156.90
WINN MARTY	WINN DIANE	3220 3RD CREEK CHURCH RD	CLEVELAND	NC	27013	3220 THIRD CREEK CHURCH RD	260 025	1.00
WUSTERBARTH MARY		1625 NC 152 W	CHINA GROVE	NC	28023	0 LAKE WRIGHT RD	2258003	100.00
WYRICK HOYT WILLIAM JR	WYRICK PATRICIA L	11500 OLD CONCORD RD	ROCKWELL	NC	28138	11500 OLD CONCORD RD	146 107	6.40
YOW ROBERT E JR	YOW BARBARA B	1300 SIDES AVE	KANNAPOLIS	NC	28083	1300 SIDES AVE	159 291	47.18
				-				
							TOTAL	S

NOVEMBER 2021 TAX REFUNDS

Final Audit Report 2021-12-15

Created: 2021-12-15

By: Casey Robinson (casey.robinson@rowancountync.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAUA2_yUPT-z7VcIfC88U4NKWO98IEFIXK

"NOVEMBER 2021 TAX REFUNDS" History

Document created by Casey Robinson (casey.robinson@rowancountync.gov) 2021-12-15 - 6:34:19 PM GMT- IP address: 24.123.188.14

Document emailed to Tonya Parnellt (tonya.parnell@rowancountync.gov) for signature 2021-12-15 - 6:35:36 PM GMT

Email viewed by Tonya Parnellt (tonya.parnell@rowancountync.gov) 2021-12-15 - 6:54:46 PM GMT- IP address: 104.47.57.254

Document e-signed by Tonya Parnellt (tonya.parnell@rowancountync.gov)

Signature Date: 2021-12-15 - 6:55:23 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed. 2021-12-15 - 6:55:23 PM GMT

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: December 15, 2021

SUBJECT: Proclamation for Martin Luther King, Jr. Day

ATTACHMENTS:

Description Upload Date Type

Proclamation 12/17/2021 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

PROCLAMATION

ESTABLISHING JANUARY 17, 2022 AS DR. MARTIN LUTHER KING, JR. DAY IN ROWAN COUNTY

WHEREAS, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the neverending work of building a more perfect union; and

WHEREAS, the 103rd Congress established the King Holiday and Service Act of 1994, inspiring millions of Americans to continue to fulfill Dr. King's vision of service to their neighbors and communities; *and*

WHEREAS, the King Holiday is an appropriate day to honor Dr. King, by meeting local and national needs, and by bringing our citizens together with an ongoing commitment to service throughout the year; and

WHEREAS, the citizens of Rowan County commemorate Dr. King's leadership and strength of character and realize the ongoing struggle to keep the dream alive for peace and dignity in our community and throughout the world.

NOW THEREFORE, the Rowan County Board of Commissioners does hereby proclaim January 17, 2022 as **DR. MARTIN LUTHER KING, JR. DAY** in Rowan County and encourages its citizens to honor Dr. King's lifetime work on Martin Luther King, Jr. Day and throughout the year for the betterment of all mankind.

This the 3 rd day of January, 2022.		
	Gregory C. Edds, Chairman Rowan County Commissioners	

ATTEST:

Carolyn Barger, MMC, NCMCC Clerk to the Board

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Kelly Natoli, Assistant County Manager/HR Director

DATE: 12-16-21

SUBJECT: Approval to Extend Premium Pay

On August 16, 2021 the Board of Commissioners authorized the County Manager to pay premium pay to first responders who either are or may be in direct contact with a person who is infected with COVID-19 for an extended period of time. This request was approved for the pay periods beginning 08/22/21 - 01/08/22, which included a per-pay-period amount of \$153.20 for FT employees and 10% for PT employees. This request applied to the below job titles in the Sheriff's Office and Emergency Services:

Sheriff's Office

• CAPTAIN • CHIEF DEPUTY • DEPUTY • DETECTIVE • DETENTION LIEUTENANT • DETENTION OFFICER • DETENTION SERGEANT • LIEUTENANT • MAJOR • MASTER DEPUTY • MASTER DETENTION OFFICER 4 • SERGEANT • SHERIFF

Emergency Services

• EMERGENCY MEDICAL SERVICES BATTALION CHIEF • EMERGENCY MEDICAL SERVICES CAPTAIN • EMERGENCY MEDICAL SERVICES LIEUTENANT • EMT • PARAMEDIC • EMERGENCY SERVICES CHIEF • EMERGENCY MEDICAL SERVICES DIVISION CHIEF • EMERGENCY MANAGEMENT DIVISION CHIEF

This request is to extend the premium pay through the pay period ending on June 25, 2022. This request is also to include the titles of Emergency Services Training Officer, Telecommunications Deputy Chief, and Telecommunications Section Chief, at the same rates as above, for the pay periods of 1/09/22 - 6/25/22. These 3 additional positions are now in direct contact with persons who either are or may be infected with COVID-19 for an extended period of time.

Please approve this request.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board

DATE: December 17, 2021

SUBJECT: Amend Motion From December 6, 2021 Commission Meeting

ATTACHMENTS:

Description Upload Date Type

Memorandum 12/17/2021 Cover Memo



Rowan County Board of Commissioners

130 West Innes Street, Salisbury, NC 28144 (704) 216-8181

To:

Rowan County Board Commissioners

From:

Carolyn Barger, Clerk to the Board

Date:

December 15, 2021

Subject:

Amend Motion from December 6, 2021 Commission Meeting

During regular session on December 6, 2021 the Board received a request to continue funding of the Post Overdose Response Team (PORT). The Board agreed to continue the funding for six (6) months and the amount provided by Health Director Alyssa Harris for the six (6) month timeframe was \$123,000.

A motion was made as follows:

Commissioner Klusman moved to continue the PORT Program with the addition of \$123,000 to continue the program and the funds be taken from the CARES Act funds. The motion was seconded by Commissioner Caskey and passed unanimously.

The Board is asked to amend the motion to pay for the Program from the American Rescue Plan Act (ARPA) as opposed to Cares Act funds. A budget amendment to utilize ARPA funds is included in this agenda packet (with other budget amendments).

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: Sherry M. Tillmon, Salisbury-Rowan Community Action Agency, Inc.

DATE: December 17, 2021

SUBJECT: Salisbury-Rowan Community Action Agency 2022-2023 CSBG Grant Application

ATTACHMENTS:

Description Upload Date Type

2022-2023 CSBG Grant Application 12/17/2021 Cover Memo

North Carolina Department of Health and Human Services

Division of Social Services



Community Services Block Grant Program

Fiscal Year 2022-23 Application for Funding Project Period July 1, 2022– June 30, 2023 Application Due Date: January 14, 2022

			Agency In	formation		
Agency:			Salisbury-Rowan Community Action Agency, Inc.			
Agency:			Salisbury-F	Rowan Community A	Action Age	ency, Inc.
Federal I.D.			560840196	6		
DUNS Number:			170667315	5		
Administrative Office Address	3:		1300 West	Bank Street Salisbu	ury, NC 28	3144-3910
Mailing Address (include the extension):	4-digit zip	code	1300 West Bank Street Salisbury, NC 28144-3910			
Telephone Number:			704-633-66	633		
Fax Number:			704-633-5	570		
	CSBG:			Additional		Agency Total Budget:
Proposed Funding:	\$586,2	7 5		Resources:		\$9,737,372
				\$9,151,097		
Application Period	d:	В	Beginning: July 1, 2022 Ending: June 30, 202		ding: June 30, 2023	
Board Chairperson:		Wendell Fant				
Board Chairperson's Address			1300 West Bank Street Salisbury, NC 28144-3910			
(where communications shou						
Board Chairperson's Term of Office (enter			ly Seated – July 201			
beginning and end dates): Executive Director:		Dione Adki	rm Expiration – July	20, 2023		
Executive Director Email Address:		dioneadkins@srcaa.com				
Agency Fiscal Officer:		Tanya Branch				
Fiscal Officer Email Address:		tanyabranch@srcaa.com				
CSBG Program Director:		Sherry M. Tillmon				
CSBG Program Director Ema	il Address	:	tillmons@s	tillmons@srcaa.com		
Counties Served with CSBG			Rowan Co	,	unty	
Agency Operational Fiscal Ye	ear:		2022-2023			

North Carolina Department of Health and Human Services Office of Economic Opportunity – 2420 Mail Service Center / Raleigh, North Carolina 27699-2420 **Board of Directors' Membership Roster**

		Doard of Direct	ora memberampi	103161		
Total Seats Per Agency Bylaws	15			Total Current Vacant Seats 5		
Total Number of Seats Reserved for Each Sector	Poor	4	Public	4	Private	3
Total Number of Vacant Seats Per Each Sector	Poor	1	Public	1	Private	2

Name	County of Residence	Community Group/ Area Date Initially Seated Number of Terms C Represented [month/year] Served [completed]		Current Term Expiration [month/year]	
		Representatives of the			,
1. James Corpening	Rowan	White Rock Community	09/2018	0	09/2024
2. Amanda Griffin	Rowan	Dixonville-Lincoln Community Association, Inc.	09/2018	0	09/2024
3. Sandie Wimmer	Davidson	Head Start Parents	05/2016	1	05/2022
4. Diane Rollins	Rowan	Head Start Parents	11/2019	0	11/2022
5.					
6.					
Public Elected Officials					
1. David Post	Rowan	Salisbury City Council	02/2020	0	02/2023
Barbara Mallett	Rowan	Town of East Spencer	01/2018	0	01/2024
3. Amy Brown	Rowan	Rowan County Board of Commissioners	04/2018	0	06/30/22
4. Wendell Fant	Cabarrus	Cabarrus County Schools	07/2017	0	07/2023
5.					
6.					
		Representatives of Private	Organizations		
1. Carol Ann Houpe	Rowan	Rowan Salisbury School System	03/2016	1	03/2022
2. Valerie Sifford	Rowan	Dunbar School Alumni Assoc	03/2020	0	03/2023
3. Benjamin Davis, Jr.	Rowan	Livingstone College	09/2018	0	09/2024
4.					
5.					
6.					

The signature of the Board of Directors Chairperson certifies that the persons representing the poor were selected by a democratic process and that there is documentation on file that confirms the selection of all board members. In addition, by signing below, the Board of Directors Chairperson confirms that the selection of all board members coincides with the directives outlined in the agency's bylaws and that a current Board of Directors Member Profile is on file for each member.

_	Board of Directors Chairperson
	Fiscal Year 2020-21 Community Services Block Grant Application
	Page 2 of 35

Community Service Block Grant

Certification of Community Assessment

The <u>Salisbury-Rowan Community Action Agency, Inc (applicant) has conducted</u> a Community Assessment of its service area within the past three (3) years utilizing the following method(s):

(Che	ck one or more of the following methods)
$\overline{\mathbf{V}}$	Surveys of the community(s) - door to door, telephone, etc.
V	Review of Records - agency intake forms, program participant records, etc. (may be used with at least one other type of needs assessment; will not meet compliance on its own)
$\overline{\mathbf{V}}$	Review of demographical information - U.S. Census, welfare statistics, unemployment statistics, etc.
V	Discussions/information/testimony provided by individuals and community members - social service professionals, agency staff, program participants, etc.
$ \sqrt{} $	Public meetings to solicit input on community needs
	Other (Describe)
The n	nost recent Community Assessment was completed on: August 20, 2020 (date)
	Community Assessment was completed by: Salisbury-Rowan Community Action Agency Inc's Needs
<u>Asses</u>	ssment Committee
	(agency or contractor)

It is expressly understood that this Community Assessment should include community and consumer input. It is to be used as a basis for prioritizing the needs of the low-income population in the service area and for planning the applicant's projects to meet those needs.

It is further understood that documentation validating that a Community Assessment was completed and is to be retained by the applicant and is subject to review by the Office of Economic Opportunity.

Please provide a 4-5 sentence summary of your most recent Community Needs Assessment:

The Salisbury-Rowan Community Action Agency's (SRCAA) Community-Wide Strategic Planning and Needs Assessment that was completed in 2020, provides information and analysis on issues relating to poverty in the agency's core service areas. As part of the assessment, qualitative data was collected from the low-income community, Head Start Parents, CSBG Participants, community partners, local service providers and board members, by way of surveys, focus groups and interviews. This data was beneficial in identifying what services have been most effective in meeting the needs of the community, as well as identifying if the needs and wants of the community have change.

		Salisbury- Rowan Community Action Agency, Inc.
T	Continue to next page) he following is a list of needs as prioritized, with commences	munity input, through the needs assessment
р	1. Low- Income individuals need increased employment skills training to improve employment opportunities. (Individual)	The community needs additional resources for afterschool care for school age children. (Community)
	The community needs continued resources for crisis assistance (food-utilities) for low-income people (Community)	5. The agency needs additional resources/facilities for low-income families to provide childcare. (Agency)
	3. The community needs additional resources for individuals to obtain standard housing and housing repair for existing homes (Community)	6. The Community needs additional resources for tutoring services for children/teens. (Community)

Certification (Original Signature)	
Signature of Chairperson/President	Date

Community Services Block Grant Program Fiscal Year 2022-23 Application for Funding Planning Process Narrative

1. Explain in detail how each of the following was involved in the planning and development of this strategic plan.

a. Low-Income Community:

The Salisbury-Rowan Community Action Agency (SRCAA) 2020 Community-Wide Strategic Planning and Needs Assessment provides information and analysis on issues relating to poverty in the agency's core service areas. As part of the assessment, qualitative data was collected from the low-income community by way of surveys, focus groups and interviews.

Representatives of the Low-income population are seated on the Salisbury-Rowan Community Action Agency, Inc.'s (SRCAA) Board of Directors to ensure broad community participation and involvement. The Head Start Policy Council Advisory is made up of low-income persons who meet once per month to review programs and to address meeting the needs of the low-income community. Members from that Council are represented on the board, and each representative of the low-income community participates in the focus groups, surveys and interviews intended to identify the needs of the communities. Representatives of the low-income community advocate for the needs of the participants at varying levels, and participants themselves are free to express their concerns with staff and the program director. In addition, they are surveyed during workshops facilitated to improve their personal and professional development.

Client satisfaction data is also collected throughout the year to assist the agency with identifying needs and to create strategies for meeting the needs of the low-income community. Understanding the needs of the community and what the report data indicates, help to provide a more accurate report on the significant findings and trends in the Community Needs Assessment Document. Understanding the data also enables the agency to make more informed decisions on service provisions to enable more customers to achieve their goals.

The customer and community surveys completed included the opportunity for persons completing the survey to indicate identifiable information, so that the agency is clear on who the need belongs to in terms of demographics and characteristics. Results were used in the planning and development of the agency's strategic plan.

b. Agency Staff:

Staff is encouraged to participate in partnerships and collaborations with community partners and task forces designed to meet the needs of mutually served participants. These partnerships and collaborations offer opportunities for staff to participant in forums to share input and to address causes of poverty, concerns, and resources in low-income communities where staff works. Staff as well as partners serving the same populations was surveyed during the community assessment process. Staff and partner feedback is considered in the revisions of the strategic plan and the management of service delivery at the Salisbury-Rowan Community Action Agency, Inc. (SRCAA) as part of the strategic plan's Collaboration Project, which is aimed at identifying overlap in the service delivery as well as procedures and processes used by various departments.

c. Agency's Board Members:

The Board utilizes the strategic planning process to provide direction for the agency and the staff in order to address the needs of the community. The Salisbury-Rowan Community Action Agency, Inc. (SRCAA) utilizes the Six National Goals to guide the process. By integrating ROMA into the development of the plan the Board of Directors were able to:

- Assess poverty needs and conditions within the community.
- Define a clear agency anti-poverty mission for community action and a strategy to address those needs.
- Identify both immediate and longer-term strategies in the context of existing resources and opportunities in the community.
- Identify specific improvements, or results, to be achieved among low-income people and the community; and
- Organize and implement programs, services, and activities, such as advocacy, within the agency and among "partnering" organizations, to achieve anticipated results.

During the implementation of planning, the Board of Directors decide on whether it is necessary to abandon any programs, discontinue serving a particular population or provided specific services. This provides opportunity to determine goal achievement, during which time the agency can report and evaluate goal progress and compare progress to benchmarks. The strategic planning process also provides opportunity for the agency to then self-assess to determine what adjustments need to be made to the plan in an effort to stay current on the needs of the community and remain an organization that is cognizant of the needs of the low-income community in order to proactively strategize against and eliminate the causes of poverty.

- Describe how and what information was gathered from the following key sectors of the community in assessing needs and resources during the community assessment process and other times.
 These should ideally be from each county within your agency's service area:
 - a. Community-based organizations:
 - b. Faith-Based Organizations:
 - c. Private Sector:
 - d. Public Sector:
 - e. Educational Sector:

Community Partners, members of the faith-based community, public and private sectors were surveyed to obtain the most up-to-date information on their assessments of conditions and changes in the agency's service areas.

Qualitative data was gathered and presented in the Community Needs Assessment by way of the following:

- Surveys- completed by Head Start Parents and CSBG Participants, community partners, local service providers and board members
- Focus groups- conducted with program participants and front-line agency staff
- Interviews- conducted with community partners

Client satisfaction data was also included. This data was beneficial in identifying what services have been most effective in meeting the needs of the community, as well as identifying if the needs and wants of the customers have change.

3. Describe your agency's method and criteria for identifying poverty causes including how the agency collected and analyzed qualitative and quantitative data in identifying those causes.

Our agency identifies poverty causes by staying abreast of current local, state and national poverty reports, and staying active members of the North Carolina and National Community Action Agency Association. Another method used to identify poverty is assessing the needs of the low-income community as well as the agencies and organizations who serve them. The 2020 Community-wide strategic planning and needs assessment conducted for our agency included feedback from low-income individuals in our service areas, and community organizations serving those individuals about the socio-economic landscape of our counties and state.

Qualitative data was gathered and presented in the Community Needs Assessment by way of the following:

- Surveys- completed by Head Start Parents and CSBG Participants, community partners, local service providers and board members
- Focus groups- conducted with program participants and front-line agency staff
- Interviews- conducted with community partners
- Customer satisfaction surveys

Understanding the needs of the community and what the report data indicated helped to provide a more accurate report on the significant findings and trends in the Community Needs Assessment Document. Understanding the data also enabled the agency to make more informed decisions on service provisions to enable more customers to achieve their goals.

In an effort to determine the top needs, the top six (6) percentages of needs were identified for each service area under the needs categories listed from information gathered from both data sources, then the top need of each category was prioritized from highest to lowest, with the highest percentage of identified needs being listed first.

The assessment trends and findings indicated the following needs:

- Employment opportunities
- Increased services to support an adequately educated and skilled workforce
- Affordable housing

Factors that are determined to impact poverty or change the current landscape are consistent over the years. However, other socio/environmental factors such as economic downturns, fluctuation in the job market, growth in various industries or simultaneous decline in others, impact communities and the ability of residents to gain, maintain or improve employment options.

Strategies implemented to best meet the needs of low-income persons and address poverty causes include:

a. Focusing on wages that would move a family above poverty based on family size and identifying job opportunities for families that would most likely result in success for them

- b. Creating a more intensive work search/employment plan that requires job seekers to be accountable to their Family Development Specialist.
- c. Requiring families to take incremental steps toward achieving self-sufficiency through the attainment of specific job skills; therefore, filling the skills gap for employers who indicated a lack of for their specific job openings.
- 4. Describe activities that your agency has undertaken to advocate for and empower low-income individuals and families to achieve economic independence and security.

SRCAA's approach used with families is one of empowerment and strengths. This model called "Family Development", requires the entire network to think of ways to empower families to achieve their own goals and to improve the internal systems of service delivery. The model teaches workers to partner with families and help them set proper goals and activities for themselves so they can become self-sufficient.

In addition, SRCAA staff is credentialed as Global Career Development Facilitators. As Global Career Development Facilitators (GCDF), staff is trained to assist individuals with informed decisions when considering their individual career development through the utilization of best practices, a variety of personality, interest and employment assessment tools, and career development models.

The last few years in North Carolina and in the United States have left many families in the lower socio-economic strata to be faced with more challenges to their economic independence and their present and future security. So, by empowering families and teaching self-advocacy, families have the ability to identify, and reach attainable goals.

Other strategies involve, inviting families to participate in volunteer activities and to represent the agency at community forums, as well as other agency events, to tell their story and to be proud to share their accomplishments when asked. Success stories are being published regularly in the agency's electronic newsletter and Family Services' participants who have risen above poverty or achieved several program successes, represent the program at the Annual Board meeting.

SRCAA also provides various educational and professional development sessions/workshops, as well as other training mechanisms to empower low-income families and individuals. The overall goal of SRCAA is to assist low-income individuals to gain a sense of ownership and a stake in their community while strengthening their families. The agency will continue to be an active member of state and national associations that advocate on behalf of low-income families to eradicate poverty.

 Describe how your agency plans to make more effective use of, coordinate and form partnerships with other organizations and programs including: State welfare reform efforts; public and private resources; religious organizations, charitable groups, and community organizations.

SRCAA staff, program managers and the Executive Director participate on relevant Boards, Committees and planning entities in both Rowan and Cabarrus Counties such as the NC Workforce Development Committee, Equus Workforce Solutions partner meetings, and other sponsored managers meetings which include Department of Social Services', the Salisbury and East Spencer Housing Authority partner meetings, Goodwill Industries' Business Advisory Board, the Project Re-Entry, and Project Safe partners meetings.

SRCAA has solidified several other partnerships and collaborative efforts in both Rowan and Cabarrus County that enable us to leverage both services and funds to increase support provided

to the community. These partnerships validate how relationships and collaborations between public-private and nonprofit organizations can address and reduce barriers to poverty for community residents. Our agency will continue to increase our visibility and our impact by forming new partnerships emphasizing on building stronger relationships within the faith-based community, in addition to continuing to host community forums.

The agency continues to have involvement of the development of an Employment and Training Advisory Committee to improve linkages and leveraged support for program participants in Rowan and Cabarrus County. The purpose of the committee is to (a) Provide expertise or advice on employer needs, industry changes and training requirements or prerequisites for training, (b) provide opportunities for employment, internships and apprenticeships, (c) provide feedback and assess the agency's impact to further enhance services, (d) serve as an unbiased and independent sounding committee.

Target linkages include employers and occupational training providers under the following industries:

- Healthcare
- Manufacturing
- Culinary
- Hospitality
- Construction
- Information Technology
- Transportation and Logistics
- Office Occupations
- Small Business Administration
- 6. Describe how your agency will establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals, to avoid the duplication of such services and to fill identified gaps in services, through the provision of information, referrals, case management and follow-up consultations.

SRCAA, Inc. collaborates with the local Departments of Social Services programs, specifically the Work First Family Assistance (WFFA) Program in an effort to provide training and employment support to participating families. This partnership allows case managers from both organizations the opportunity to leverage supports and resources for families, as well as promote the accountability of the participant. Additional collaborations with our local, Divisions of Workforce Development, Crisis assistance providers, Goodwill Industries, and various faith-based and nonprofit organizations enable SRCAA to serve, refer and minimize the duplication of services. By attending monthly partnership and committee meetings, staff are keenly aware of services provided by other agencies and organizations. By continuing to collaborate with other human service agencies, this helps to close any service gaps in SRCAA's service areas.

SRCAA is closing service gaps internally as well, by making internal collaborations for dual enrollments more intentional. For example: Head Start/ Early Head Start parents who are eligible for CSBG services are enrollees of the program. Likewise, CSBG participant's eligible are enrollees of Head Start/ Early Head Start. Internal staffs and external agencies consult and execute service strategies to ensure the needs of the families are met. In real time, there can effectively be several persons assigned to one family. By investing time in case conferencing, and

strategizing, service duplication is eliminated, and the chances that families are less overwhelmed and able to achieve attainable goals in addition to meeting the requirements of multiple organizations are increased.

 Provide a description of how your agency will support innovative community and neighborhoodbased initiatives related to the purposes of the Community Services Block Grant (fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting).

SRCAA continues to participate in community-wide coalition-building and resource development to meet the needs of individuals and families and reduce barriers to family and community growth. At the beginning of the school year, parents sign a partnership agreement that they will be fully involved with their children and set goals for their family. This gives low-income families the capability to make decisions, initiate programs, and obtain resources to encourage stronger families in our area. Parent trainings are also offered in areas such as: Parenting skills, child and health development, preparation of food, and child abuse and neglect. By offering these services, parents' skills are strengthened, and parents understand the responsibility they have to their children. SRCAA continues to provide support to families as they learn new skills.

Internally, SRCAA is making an Intentional effort to train Family Development Specialists of Head Start in the Parent, Family and Community Engagement Framework. The ultimate goal of the framework is to ensure families understand what school readiness is. One way to improve and enhance the families in Head Start will be to ensure they are enrolled in the Family Self Sufficiency program. Imminently, Family Development Specialist will train families in core competencies of parenting and school readiness.

SRCAA also focuses on the engagement of fathers. Family Services (CSBG) partners with Head Start to improve the way fathers are treated as integral family members in the goal attainment process. SRCAA believes that by improving fathers' ability to be actively and positively involved in the lives of their children, the efforts will strengthen families and further combat the continued causes of poverty, particularly in the number of children facing poverty in our service areas. Services are designed to be a catalyst for moving individuals and families out of poverty by addressing barriers that impact employment, skills training, financial literacy and other social services support needs, that can assist fathers toward becoming economically stable as well as an emotional and financial support to their children.

8. Describe activities that your agency has undertaken or plans to undertake, on an emergency basis, for the provision of such supplies and services, nutritious foods and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.

Salisbury Rowan Community Action Agency, Inc. (SRCAA) staff ensures that income eligible participants are enrolled in Food and Nutrition Services through the Department of Social Services. In addition, SRCAA has established partnerships with local food banks, churches, and nonprofit organizations for the purpose of providing participants referrals for emergency food assistance. Referrals are provided to participants to apply with the local Department of Social Services for the Food and Nutrition Services Program. For those families and individuals who are ineligible for Food and Nutrition Service benefits, SRCAA staff will provide emergency food assistance or a referral to eligible food banks.

Community Services Block Grant Program Fiscal Year 2022-23 Application for Funding Planning Process Narrative (continued)

 Describe how your agency will coordinate the provision of employment and training activities with entities providing activities through statewide and local workforce investment systems under the Workforce Innovation and Opportunity Act. Provide the dollar amount of your allocation that will go towards employment training.

Since 2013, when Workforce Innovation Opportunity Act (WIOA) Adult Services in NC were transferred through contractual agreement from the Division of Workforce Solutions (DWS) to the private contractor Equus as part of the Integrated Service Delivery model being implemented statewide. The contracted provider in both Rowan and Cabarrus (our service area) has become a partner with SRCAA and referral source. Initially, meetings were held, in both counties to forge an existing relationship that is mutually beneficial for both entities which reduce duplication of services in similar populations. Connections with employment and training activities have been instrumental in providing interventions and a direct link to the labor market.

Additionally, SRCAA, Inc. currently partners with Rowan Cabarrus Community College by providing classroom space for the Adult Basic Education (ABE) / General Education Diploma (GED) and English as a Second Language (ESL) program certificates to the Workforce Innovation Opportunity Act (WIOA) NextGen program participants who make up the majority of classroom participants.

The Salisbury-Rowan Community Action Agency will expend \$64,367 or 75% of the supportive services budget for employment training and education during the 2022-2023 fiscal program year.

10. Describe how your agency will ensure coordination with the emergency energy crisis intervention program under title XXVI (relating to low-income home energy assistance).

SRCAA, Inc. provides office space for case managers of the Weatherization Assistance /HARRP Program which provides services to Rowan County residents in an effort to save energy and reduce expenses. Community residents in need of these services will continue to be referred to the Weatherization Assistance Program. In addition, referrals will be provided to participants to enroll in the Energy Assistance Program through the Department of Health and Human Services, as well as the crisis assistance programs through Cooperative Christian Ministries, Rowan Helping Ministries, The City of Kannapolis and the Salvation Army.

11. Describe the needs of low-income youth and your agency's efforts to promote increased community coordination and collaboration in meeting the needs of low-income youth.

SRCAA is committed to ensuring that the youth receive support through the coordination of services offered by both SRCAA as well as WIOA. In addition to offering General Education Diploma (GED) opportunities, youth participate in employment and professional development workshops offered through the CSBG program. Additionally, the youth and their families are encouraged to apply for the CSBG program to provide further support in obtaining self-sufficiency.

12. Describe your agency's method for informing custodial parents in single-parent families that participate in CSBG programming about the availability of child support services. In addition, describe your method for referring eligible parents to the child support office[s].

Family Development Specialist completes a comprehensive assessment with program participants to address the needs of the families. When a non-custodial parent does not provide adequate financial and emotional care of the child/children, the participant is informed of the availability of child support services and provided a referral in both Rowan and Cabarrus County to the Department of Social Services' Child Support Division to enable the participant to file for child support. In the event that the participant needs assistance with completing the necessary paperwork to file for support or are in need of transportation to the Department of Social Services, the Family Development Specialist will provide the necessary supportive services to ensure access to services.

- 13. Describe activities that your agency has undertaken or plans to undertake, to address the Department's priorities which includes:
 - Combat the **Opioid Crisis** by focusing on policies and practices that prevent opioid misuse, addiction and overdose.
 - Develop better outcomes for Early Childhood learners to ensure that they are healthy, safe and nurtured, learning and ready to succeed.
 - Expand NCCARE360, a statewide database that provides resource information for medical providers and human services professionals in response to social determinants of health like housing stability, food security, transportation access and interpersonal safety; and
 - o Implement **Healthy Opportunities** that improve the health, safety and well-being of North Carolinians by addressing conditions in which people live that directly impacts health.

According to the Division of Public Health, prescription opioid's have been a major driver of the epidemic, however, illicit drugs are not contributing to this problem in increasing numbers. The majority of unintentional opioid overdose deaths now involve heroin or other synthetic narcotics like fentanyl. The number of overdose deaths involving stimulants is also on the rise.

Between November 2020 – October 2021, Rowan County has experienced 104 Opioid related Emergency Department deaths as compared to 99 in 2020. Cabarrus County has experienced 155 opioid related Emergency Department deaths as compared to 171 in 2020. Those emergencies were documented by the Emergency Medical Services with the month of April reporting the highest deaths for the year in Rowan County and the month of July the highest county in Cabarrus County. (Injuryfreenc.dhhs.gov).

Due to the overwhelming impact that both service counties are still experiencing, it is the intent of the Salisbury-Rowan Community Action Agency, Inc. to continue assisting in the ongoing fight against opioid misuse, addiction and overdose by educating staff on the signs of misuse, and the identification of treatment centers. Staff will also continue partnering in county initiatives lead by Opioid Task Forces.

Early Childhood:

For more than fifty (50) years, the Salisbury-Rowan Community Action Agency, Inc. has operated the Head Start/Early Head Start education program and well as the Child and Adult Food Care Program. As an addition to the program, SRCAA, Inc. has worked to increase partnerships that directly enhances the learning environment for students. One of the partnerships is with the newly emerging technology non-profit organization, AppSeed.

AppSeed provides computer tablets named Seedlings to every Head Start/Early Head Start student enrolled at SRCAA, Inc. Each tablet comes preloaded with educational apps that teach reading, writing and mathematical skills. Children are also allowed to take the tablets home to allow parental engagement in learning.

SRCAA, Inc. has also developed a community-wide initiative by way of natural outdoor learning environments that meet the nutritional and overall health related needs of children and their families enrolled in SRCAA's Head Start/Early Head Start Program.

The natural outdoor learning environments consist of gardens with edible fruits and vegetables. Head Start students, parents, staff and volunteers all participate in the development and completion of each project.

The natural outdoor learning environments provide children with the following opportunities:

- Equal opportunity and access for children with disabilities to increase physical fitness, and interact with non-disabled peers
- Improved overall nutrition
- Increased physical activity
- Enhanced gross motor skills and cognitive abilities
- Enhanced creativity
- Increased social interactions

NCCARE360:

The Salisbury-Rowan Community Action Agency, Inc. is an active member of the NCCARE360 database, and provides resource information and referrals to program participants, and any inquiring community member in need of various services. Additionally, staff at SRCAA, Inc. provides information about NCCARE360 to community partners who may be unaware of the data base to help enhance usage and expand the volume of referral resources.

Healthy Opportunities:

The Salisbury-Rowan Community Action Agency, Inc. is a partnering member of the Healthy Rowan Coalition. Through this coalition SRCAA, Inc. participates with other partnering agencies to address issues of health, quality of life and nutrition within Rowan County. SRCAA, Inc. also makes ongoing referrals for healthcare, mental health and nutrition services to all interested community members and program participants in both Rowan and Cabarrus County.

Community Services Block Grant Program Fiscal Year 2022-23 Application for Funding OEO Form 210

Agency Strategy for Eliminating Poverty

	Planning Period:	July 1, 2022- June 30, 2023	
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Section I: Identification of the Problem (use additional sheets if necessary)

- 1. Give the Poverty Cause name(s), rank the poverty cause(s) and identify which one(s) the agency will address.
 - 1) The lack of employment opportunities, 2) Individuals lack education necessary to qualify for better employment, 3) Job skills training is needed for an under skilled workforce.

SRCAA will address the needs of employment skills training and education attainment for low-income individuals and families. The agency will provide supportive services for families or individuals to develop occupational and life skills to increase income so they may rise above the income poverty level.

SRCAA's Family Services will use the Family Development approach to partner with participants and the community to:

- Develop/Sustain a strategy to address those needs, both immediate and longer term, in the context of existing resources and opportunities in the community.
- Identify specific outcomes to be achieved among low-income people and the community;
 and

Organize and implement program services, and activities, such as advocacy, support and guidance within the agency and among "partnering" organizations, to achieve anticipated results.

2. Describe the poverty cause(s) in detail in the community with appropriate statistical data (include data sources).

Socio/economic factors such as working below the poverty wage rate, in addition to the need for occupational skills development, impacts communities and the ability of residents to gain, maintain or improve employment options, consequently creating the foundation of poverty.

According to the United States' Census bureau, the estimated population in Rowan County as of April 2020 was 146,875. Of that population, 13.9% live in poverty. In Cabarrus County, the estimated population as of April 2020 was 225, 804. Of that population 7.9 % live in poverty.

(A) Explain why the problem exists.

According to the State of North Carolina's Workforce 2011- 2020 Assessment report, ten trends impacting the labor force were identified as followed:

Worker dislocation accelerated during the recession due to long-term structural changes.

- Workers employed in low-skill; middle-wage jobs are competing for fewer good-paying jobs while opportunities offering similar wage demand higher skills.
- While metropolitan workers have a more diverse set of career possibilities, they must continuously adapt to increasing demands in the workplace and a more completive labor market.
- Dislocated or young workers in economically hard-hit micropolitan and rural areas have very limited alternatives for employment.
- Seeking good-paying jobs, more workers must increase their skills by accessing and completing education beyond high school or by earnings industry-recognized credentials.
- The recession slowed baby boomer retirements, but the impact is likely to be felt first and greatest in micropolitan and rural areas where more workers are near retirement age.
- High-skill in-migrants presents both opportunities and challenges in meeting the states workforce needs.
- Migration of new workers continued at near pre-recession levels, even among low skilled workers, despite the limited availability of jobs.
- Lower skilled workers accounted for most of the unemployed and required significantly greater social services during the recession.
- Workers employed in certain industries e.g., manufacturing, finance, distribution, or construction were more likely to lose their jobs and to need retraining to find work.

These trends are evident in both Rowan and Cabarrus Counties. According to Access NC Labor Statistics - Labor Market Information, As of November 2021, Rowan County's unemployment rate is at 3.8 compared to 7.9% last year. Cabarrus County unemployment rate is at 3.4% compared to 7.0 last year.

The 2020 Employer Needs Survey conducted by the North Carolina Department of Commerce reported that many of the past hiring difficulties still exist for employers in the Manufacturing, Construction, Healthcare, and STEM industries with 74% of employers reporting the lack of employability qualities, lack of technical skills and education credentials was the leading cause of hiring difficulties.

As reported by the Bureau of Labor Statistics, in November, the unemployment rate fell by 0.4 percentage point to 4.2 percent. Notable job gains occurred in professional and business services, transportation and warehousing, construction, and manufacturing. Employment in retail trade declined over the month.

The number of unemployed persons fell by 542,000 to 6.9 million. Both measures are down considerably from their highs at the end of the February-April 2020 recession. However, they remain above their levels prior to the coronavirus (COVID-19) pandemic (3.5 percent and 5.7 million, respectively, in February 2020).

In November, 3.6 million persons reported that they had been unable to work because their employer closed or lost business due to the pandemic—that is, they did not work at all or worked fewer hours at some point in the 12 months or more due to the pandemic.

Employment in leisure and hospitality changed a little in November (+23,000), following large gains

earlier in the year. Leisure and hospitality has added 2.4 million jobs thus far in 2021, but employment in the industry is down by 1.3 million, or 7.9 percent, since February 2020.

According to the NC Department of Commerce State of North Carolina's Economic Overview, North Carolina experienced an unprecedented disruption to its labor market as a result of the COVID-19 pandemic. While many facets of the labor market have improved since the onset of the pandemic, the state has not fully recovered. The pandemic ended a decade of slow but steady job growth following the Great Recession with a precipitous drop of 12.4 percent between February and April 2020. Following this through, the state experienced several months of rapid job growth – although recovery has slowed in recent months.

While the state's economic conditions have improved considerably since the spring of 2020 at the aggregate level, the recovery has not been equitable. For example, White non-Hispanic employment has returned to its February 2020 level, while Black non-Hispanic employment is down more than 10 percent from February 2020. Furthermore, low-wage and middle wage employment declined over 2020, while high-wage employment grew. While the growth of high-wage employment is definitely good for the state's economy, the growth in high-paying employment didn't make up for the loss of lower-paying employment. For the most part, individuals earning high wages prior to the pandemic (those in the upper third of the state's wage distribution in 2019) experienced only a small decrease in employment over 2020. However, those with

low-wage and middle-wage employment pre-pandemic were significantly less likely be employed in North Carolina in the 4th quarter of 2020.

While jobs, overall, have not recovered, the number of job openings (available positions) has accelerated more rapidly and as of April 2021 exceeds the number of openings prior to the pandemic. Meanwhile, the number of North Carolina jobseekers, while declining as people move from unemployed to employed, remains highly elevated and presents a good source of potential applicants for employers. However, the ratio of jobseekers to job postings as of April 2021 was even lower than its pre-pandemic level. Employers throughout the state once again face conditions of a tight labor market with only one jobseeker per opening.

As workers feel better about the pandemic, schools and daycares fully reopen (allowing parents to

get back to work), and the unemployed become more anxious about the personal economic conditions North Carolina should see an increase in jobseekers. However, as the long-term trend reveals our state, and the nation, are challenged with drawing more people into labor force ease employers' hiring difficulties. This creates opportunities for those who have historically had higher rates of unemployment such as the formerly incarcerated, those with disabilities, the long-term unemployed, lower educated individuals, youth, and some minority populations as reported in the North Carolina's Department of Commerce's state of NC Economic Overview.

Rowan and Cabarrus counties continue to experience layoffs, even moreso through the COVID 19 Pandemic. Sudden layoffs and other employment disruptions are being addressed by emergency response measures; however, it is anticipated that long-term recovery efforts will be required to help customers reconnect to the workforce, particularly those for whom employment assistance has not previously been required. Many people within the service areas of Rowan and Cabarrus County are employed in low-wage occupations. Most of these occupations are service sector occupations. Some of these occupations include: Restaurant staff; retail salespeople; childcare workers; teachers assistants; housekeepers; security guards; and home health aides. These are also jobs that typically pay hourly, require in-person. attendance, and lack benefits like paid family or sick leave. The workers that hold these jobs and their families will be harmed most by a slow in the economy. (prosperitynow.org)

These facts require service providers to discuss alternative education/vocation options so that constituents in need are able to attain the skills that employers require. This information has compelled The Salisbury-Rowan Community Action Agency, Inc. (SRCAA) to take a strategic approach in employment guidance for program participants to ensure that education and skills are compatible with their desired employment interest. This is in addition to providing resources to participants in order to complete education and occupational skills training programs for the purpose of meeting employer qualifications to secure sustainable employment.

(B) Identify the segment of the population and give the number of people experiencing the problem.

The population of North Carolina is estimated to be 10,439,388 as of 2020 according to the United States' Census Bureau. Rowan County's population estimate is 146,875 and Cabarrus County which is more densely populated was 228,804. The median income in NC in 2019 was \$54,602; however, at a much lower rate, Rowan County's median income was \$49,842 and Cabarrus County's median income was \$67,328. According to the Access NC Labor Statistics, As of November 2021, Rowan County's unemployment rate is at 3.8 compared to 7.9% last year. Cabarrus County unemployment rate is at 3.4% compared to 7.0 last year. For the purposes of this grant whose participants must be income eligible, 13.9% of Rowan's population was below the poverty level and 7.9% of Cabarrus was below the poverty level.

(C) Provide demographic information of those adversely effected inclusive of:

(a) Gender

According to talkpoverty.org, 13.6 of families living in North Carolina are at or below the poverty level. Families with children experience poverty at a much higher rate. Women and single mothers experience an increased rate of poverty at 34% in comparison to two parent homes. As reported in the US Census Bureau, women make up 50.6% of Rowan County's population and 55% of the county's workforce. In Cabarrus County, women make up 51.2% of the county's population and 62.4% of the workforce.

(b) Age

Families face impoverishment due to the lack of employment opportunities, education and occupational skills training for the employment opportunities that are available. According to the US Census Bureau, North Carolina's High school graduation rate for persons over 25 was 87.8%. In Cabarrus County, the graduation rate for this same group was 89.9% and persons with bachelor's Degrees or higher was 32.3% compared to the states 31.3%. In Rowan County, there was a marked difference. High school graduates over 25 years of age, was only 85.6% and those with bachelor's degrees or higher was only 18.5%.

According to the US Census, in 2019, the estimated number of those living in poverty in Rowan County is 13.9% of the population. The estimated number of those living in poverty in Cabarrus County is 7.9 % of the population.

(c) Race/Ethnicity for the agency's service area

With regard to race, 70.6% of North Carolinians are White, 22.2% are Black and 9.8% are of Hispanic or Latino origin. In Rowan County 79.4% are White, 16.9% are Black and 9.4% are of Hispanic origin. In Cabarrus 72.4% are White, 19.6% are Black and 11.1% are of Hispanic origin.

(D) Explain how the persons are adversely affected.

With the current rates of unemployment in both Rowan County's and Cabarrus County's Unemployment, there are some notable differences in the level of occupational skills between participants in each of the service counties, with Cabarrus having a more skilled labor force than Rowan. In addition, Cabarrus has more opportunities for growth and is adjacent to Mecklenburg County, one of the nation's fastest growing municipalities, which increases employment opportunities for residents. Additionally, Mecklenburg County is in excess of 45 miles

from Rowan County, and according to the US Census Bureau, more than 4,900 Rowan County residents commute there; however, for those constituents working the lower paying jobs, the cost

of commuting alone negatively impacts their personal budgets, therefore hindering the family from

moving above the federal poverty level.

Section II: Resource Analysis (use additional sheets if necessary)

(E) Resources Available:

a. Agency Resources:

Salisbury-Rowan Community Action Agency, Inc. (SRCAA) has the internal capacity to serve its families. Support from our other internal programs Head Start / Early Head Start allows us to assess families' needs beyond what is provided by Community Services Block Grant (CSBG) funding.

Family Development Specialists in both the CSBG Self-Sufficiency Program and Head Start / Early Head Start collaborate to leverage support, services and referrals to help families overcome barriers and achieve goals. In addition to the Self-Sufficiency Program and Head Start/ Early Head Start, English as Second Language (ESL) and Adult Basic Education (ABE)/ General Education Diploma (GED) courses are offered at the Salisbury-Rowan Community Action Agency, Inc. (SRCAA).

By providing the opportunity for families to participant in multiple services and the internal collaborative efforts of SRCAA staff, the potential for success for program participants increases.

b. Community Resources:

Salisbury-Rowan Community Action Agency, Inc. (SRCAA) partners with many nonprofit human service agencies, schools, colleges, community development organizations, governmental entities and faith organizations to aid our participants in reaching their goals and to change the way business is conducted in the community on their behalf. Managers and staff in both counties actively build partnerships and work together with those partners to address poverty causes and seek solutions for the eradication of the barriers to economic self-sufficiency for Rowan and Cabarrus County residents

(F)	Resources Needed:
	Fiscal Year 2020-21 Community Services Block Grant Application
	Page 18 of 35

c. Agency Resources:

SRCAA continues to enhance its internal systems. The information technology systems used by our staff provide outcome data; however, there are multiple departments using different systems. Since January 2013, Information technology (IT) was outsourced to improve internal IT communication systems. This advancement allows staff working with families to serve them more efficiently and expediently. Other resources are needed to develop a database system for interface and tracking the work being done with families agency wide. Reporting of outcomes to various funders would be greatly enhanced if these resources come available.

d. Community Resources:

Community resources that decrease the rising numbers of homeless persons and or those in need of affordable housing in Cabarrus and Rowan County is a resource needed. Community service providers have identified the need for increased strategies to address housing and homelessness. Additional community resources, such as the Homeless Task force in both Rowan and Cabarrus County, work to develop a community-wide strategy to end homelessness through affordable housing and other immediate solutions for low-income families to reduce homelessness or transiency. This is important to our participants to continue to be informed of different avenues and strategies to expedite placements in subsidized housing options.

Section III: Objective and Strategy

(G) Objective Statement:

To provide support and comprehensive services to assist seventy (70) new individuals/families and sixty (60) carryover families to increase their skills and income to rise above poverty level by June 30, 2023.

Strategies for Objective:

Provide support and comprehensive services to low-income families and individuals to develop occupational skills and increase income so they may rise above the poverty income level

Strategies

- To provide family development and case management services for low-income families so that they can rise above the poverty level.
- To ensure that program participants understand their role in the partnership with SRCAA so they
 are able to identify, create and attain their goals.
- To continue our partnership with area corporate, private and community partners to eliminate the barriers of poverty that prevent our participants from achieving self-sufficiency
- To collaborate with local offices of the Department of Health and Human Services to address the needs of our participants.
- To collaborate with the Department of Workforce Solutions to keep the community abreast of the employment trends and available work.
- To continue providing individual participant counseling, mentoring and referrals to increase participant awareness of community and agency resources.
- o To plan and implement goals and set strategies with the families.
- o To continue to invite low-income individuals to join advisory boards and committees.
- To increase fund development to close the gap between CSBG funding and participants need.

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OEO Form 210 (continued)

Section IV: Results Oriented Management and Accountability Cycle (use additional sheets if necessary)

Organizational Standard 4.3 requires that an agency's strategic plan and Community Action Plan document the continuous use of the ROMA cycle and use the services of a ROMA trainer.

(H) Community Needs Assessment: Please summarize the primary needs of your community as determined through the Community Needs Assessment, and explain which of those are Family, Agency, or Community Needs, and why.

Need 1: Opportunities for job skills training is needed for low-income individuals to obtain skills necessary to qualify for employment (agency)

Through the agency's partnerships with education providers and employment service agencies, low-income individuals will be provided with the opportunity to increase skills which will increase employment placement.

Need 2: Low-income individuals needs increased income in order to maintain basic living expenses and reduce the need for crisis assistance.

Through obtaining employment with a living wage, individuals will increase their income and therefore maintain living expenses.

Need 3: The community needs increased development to improve opportunities for low-income people to obtain standard housing.

The community needs additional programs and/or resources to assist the community with obtaining standard housing.

(I) Achievement of Results and Evaluation: Please discuss your agency's achievement of results from last year. What were the successes and why were those areas successful? What areas did not meet targets or expectations and why were those areas not as successful? What Improvements or changes will be made for this year's work plan to achieve desired results and better meet the needs of the community?

The Salisbury- Rowan Community Action Agency, Inc. did not achieve all planned outcome targets within the 80% - 120% variance levels for the 2020-2021 program fiscal year, with the exception of the number of participant families completing education/training programs, which was met with a variance of 105%, and the number of participant families securing standard housing, which was met at a variance of 80%.

The Coronavirus outbreak has made life more complicated for many Americans with limited resources. Though immediate data may not yet be easily obtained regarding the demographics of those most impacted by the COVID-19 epidemic, previous Community Assessments, as well as countless government and academic studies have established that structural racism, xenophobia, sexism, stigmatization and othering persist – and are often exacerbated – in times

of crisis. Community Action recognizes the obligation to ensure that the barriers of structural race, gender, and other inequities are addressed during this time of crisis and beyond.

Based on the agency's most recent Community Needs Assessment, the number of participants completing training/education programs continues to be a constant barrier for many of our program participants in both Rowan and Cabarrus County. As more workers lose their jobs in the wake of the Covid 19 pandemic, it's imperative they are able to reenter the job market armed with the skills employers are looking for. According to the World Economic Forum's Future of Jobs report, at least 54% of all employees will need reskilling and upskilling by 2022. (cnbc.com) 1 in 3 Americans (34%) believe they would need more education or training to replace a lost job with one that pays a similar wage or salary. Workforce training may play a role in helping Americans weather the storm. The Salisbury - Rowan Community Action Agency, Inc. has implemented a plan of action to support a more holistic approach to serving families and providing continued supports, to assist those we serve with achieving self-sufficiency.

Like many other counties in North Carolina, Rowan and Cabarrus County have faced workforce development challenges in recent years. The NCWorks Commission released the North Carolina

State of the Workforce 2011-2020 report [which examined North Carolina's workforce through an in-depth analysis of economic and employment data. The study found that the recession accelerated the shift to a knowledge-based economy and many workers are not prepared for the jobs that exist in today's economy. Key findings include:

Companies who have begun hiring since the end of the Great Recession in 2007, are looking

for

more highly skilled workers than those who were laid off during the recession

- Workers are competing for fewer good-paying jobs which demand higher skills.
- Workers in rural areas of have limited alternatives for employment
- Workers must increase their skills, as more jobs require at a minimum, some post-secondary education]

The Salisbury-Rowan Community Action Agency, Inc. will continue to take both a proactive and continued active role in ensuring that services are designed and provided to combat the issues of poverty. As previously mentioned, the agency's most recent activities involved the development of an Employment and Training Advisory Committee to improve linkages and leveraged support for program

participants in Rowan and Cabarrus County. The purpose of the committee is to (a) Provide expertise

or advice on employer needs, industry changes and training requirements or prerequisites for training.

- (b) provide opportunities for employment, internships and apprenticeships, (c) provide feedback and assess the agency's impact to further enhance services, (d) serve as an unbiased and independent sounding committee.
- (J) Please name the ROMA trainer who provided services used in developing this community Action Plan and describe what specific services were provided.

Dione Adkins-Tate (NCRI) provided guidance in the development of the Community Action

Plan, which included conducting training for the governing Board of Directors concerning their duties for the implementation of the plan.
F: 1V 000004.0

Community Services Block Grant Program Fiscal Year 2022-23 Application for Funding One-Year Work Program OEO Form 212

Section I: Project Identification								
1. Project Name:	Self- Sufficiency Program							
2. Mission Statement:	Salisbury-Rowan Community Action Agency, Inc. provides services for individuals, children and families to enhance their quality of life and promote opportunities for self-sufficiency.							
4. Objective Statement:	To provide support and comprehensive services to assist seventy (70) new individuals/families and sixty (60) carryover families to increase their skills and income to rise above poverty level by June 30, 2022							
5. Project Period:	July 1, 2022 – June 30, 2023							
6. CSBG Funds Requested for this Project:	July 1, 2022	То	June 30, 2023					
7. Total Number Expected to Be Served:			130					
a. Expected Number of New Clients			70					
b. Expected Number of Carryover Clients			60					

One-Year Work Program OEO Form 212 (continued)

Section II: One-Year CSBG Program Objective and Activities								
Identified Problem	Service or Activity	Outcome Expected	NPIs (List all NPIs applicable to activity)	Position Title(s)				
Low-income participant families are in need of Community Action services and support	Provide supportive services, referrals and goal planning assistance to support low-income families and individuals	130 low-income families and individuals will be served by Community Action	7a, 7z.1	Director of Family Services, Family Development Specialists, Intake Specialist				
Low-income participant families are below the poverty level	Provide supportive services, referrals and goal planning assistance to support low-income families and individuals to rise above the poverty level	10 low-income families and individuals will rise above the poverty level	1b, 3d, 3f, 3g, 3h, 7a	Director of Family Services, Family Development Specialists, Intake Specialist				
Low-income participant families need to obtain employment	Provide supportive services, referrals, goal planning assistance and employment guidance to assist participant families with obtaining employment	15 low-income individuals will obtain employment	1c, 1d, 1e, 1f, 1g, 7a	Director of Family Services, Family Development Specialists, Intake Specialist				
Low-income participant families need to obtain better employment	Provide supportive services, referrals, goal planning assistance and employment guidance to assist participants families	5 low-income individuals will obtain better employment	1h, 1h1, 1h2, 1h3	Director of Family Services, Family Development Specialists, Intake Specialist				

	with obtaining better employment			
Low-income participant families need to obtain employment with medical benefits	Provide supportive services and referrals to assist participants families with obtaining employment with medical benefits	5 low-income individuals will obtain employment with medical benefits	1h3	Director of Family Services, Family Development Specialists, Intake Specialist
Low-income participant families need to obtain education and employment training	Provide supportive services, referrals and goal planning assistance to assist participant families with completing education/training programs	20 low-income individuals will complete education/training programs	2f, 2g, 2h, 2i, 2j	Director of Family Services, Family Development Specialists, Intake Specialist
Homeless low-income participant families need to obtain standard housing	Provide supportive services, referrals and goal planning assistance to assist participant families with securing standard housing	2 low-income families or individuals will secure standard housing	4b, 4c, 4d	Director of Family Services, Family Development Specialists, Intake Specialist
Low-income participant families need to emergency/crisis assistance	Provide supportive services, and referrals to provide participant families with emergency assistance	20 low-income individuals and families will be provided with emergency assistance	3a, 3b, 4a, 4e	Director of Family Services, Family Development Specialists, Intake Specialist
Low-income participant families need employment supports	Provide supportive services, and referrals to provide participant families with employment supports	30 low-income individuals will be provided with employment supports	4f	Director of Family Services, Family Development Specialists, Intake Specialist
Low-income participant families need educational supports	Provide supportive services, and referrals to provide participant families with educational supports	40 low-income individuals will be provided with educational supports	2z	Director of Family Services, Family Development Specialists, Intake Specialist
Low-income participant families need	Provide 10 professional and self-development sessions /	10 workshops sessions per county will be provided to	2e, 5a, 5b, 5c, 5d, 5e, 6a1, 6a2, 6a3	Director of Family Services, Family Development Specialists, Intake Specialist

Salisbury- Rowan Community Action Agency, Inc.

program participant families and individuals	

One-Year Work One-Year Work Program OEO Form 212 (continued)

Section III: Program Administration and Operations								
Administration, Services, Operations Outcome Expected	Position Title(s)	Implementation Schedule						
		First Quarter	Second Quarter	Third Quarter	Fourth Quarter			
Establish partnerships and collaborations with other Human Service agencies in Cabarrus and Rowan County.	Director of Family Services	7/01/22- 9/30/22	10/1/22- 12/31/22	1/1/23- 3/31/23	4/1/23- 6/30/23			

Community Services Block Grant Program Fiscal Year 2022-23 Application for Funding One-Year Work Program OEO Form 212 (continued)

9. Use the tables below to enter your agency's targeted outcome results. The performance measures will be included in the agency's CSBG contract.

All CSBG grantees operating self-sufficiency projects are required to enter program targets in Table 1. Please refer to *Performance Measures and Outcomes Definitions* on page 7 of the Fiscal Year 2022-23 CSBG Application Instructions. If your agency operates more than one project, you will also need to complete Table 2 on the following page and also enter specific program targets. There should be one table of outcome measures per project.

Table 1 Outcome Measures for Project 1 (enter pro	piect name)
Measure	Expected to Achieve the Outcome in Reporting Period (Target)
The number of participant families served.	130
The number of low-income participant families rising above the poverty level.	10
The number of participant families obtaining employment.	15
The number of participant families who are employed and obtain better employment.	5
The number of jobs with medical benefits obtained.	5
The number of participant families completing education/training programs.	20
The number of participant families securing standard housing.	2
The number of participant families provided emergency assistance.	20
The number of participant families provided employment supports.	30
The number of participant families provided educational supports.	40
The average change in the annual income per participant family experiencing a change.	This measure does not require a target but must be reported.
The average wage rate of employed participant families.	This measure does not require a target but must be reported.

Community Services Block Grant Program Fiscal Year 2022-23 Application for Funding One-Year Work Program OEO Form 212 (continued)

10. For Community Action Agencies that serve multiple counties, provide a breakdown of the expected *number of persons served* in each designated county in the table below. Show the <u>total number of persons served</u> in the table.

		Numbe	r of Fa	milies t	o be Se	rved P	er Cour	nty		
Agency Na	me:									
Project Na	me:									
County	Rowan	Cabarrus								Total
Total	65	65								
Planned										
	•									
Project Name:										
County										Total
Total										
Planned										

Community Services Block Grant Program Fiscal Year 2022-23 Application for Funding Monitoring, Assessment and Evaluation Plan

- 1. Describe the role and responsibilities of the following in the assessment and evaluation of agency programs.
 - a. Board of Directors:

The Board of Directors is responsible for the overall performance and evaluation of all agency programs. The Planning and Evaluation Committee is responsible for working with the Executive Director and staff to develop agency programs and services. The committee has direct oversight to review, evaluate, and monitor all programs to ensure compliance. The Board of Directors receives and reviews monthly reports detailing the performance of the agency's programs at each Board meeting.

b. Low-Income Community:

The low-income community has input in the agency's programs through public hearings, participating on community forums, and representation on the agency's Board of Directors.

c. Program Participants:

Program participants have the opportunity to evaluate the program by completing evaluations/surveys, participating in community forums and by serving as volunteers.

d. Others:

Partners participate in Community Round Tables during tri-annual Community Assessments in both Rowan and Cabarrus County. This allows the agency and its partners to identify collaboration opportunities and improve service delivery. It also allows others to express concerns about meeting the needs of our participants during a formalized feedback process.

- 2. Describe the systematic approach for collecting, analyzing and reporting customer satisfaction data to the Board of Directors.
 - **1.0 Purpose** The procedure for collecting, analyzing and reporting customer satisfaction data to the Board of Directors establishes a system for evaluating the services provided by the Salisbury-Rowan Community Action Agency, Inc. (SRCAA, Inc.)
 - **2.0 Scope** The procedure is applicable to all employees of the Salisbury-Rowan Community Action Agency, Inc. (SRCAA, Inc.)

3.0 Procedure

3.1 Overview - Customer satisfaction surveys may provide valuable feedback on the effectiveness of the service delivery of the Salisbury-Rowan Community Action Agency, Inc., and may be used to improve the quality systems with the customer in mind; therefore, SRCAA, Inc. encourages comments and feedback from any individual or family which it serves.

- **3.2** The services provided by the Salisbury-Rowan Community Action Agency, Inc. shall be evaluated through the use of customer surveys submitted by the customer in a locked box located in plain view of the customer's entrance or exit of the building.
- **3.4** Responses to the customer survey shall be collected and analyzed for a thirty day period. The Administrative Assistant or designee shall forward the results of customer satisfaction surveys to the appropriate management.
- **3.5** If during review of the responses to the customer satisfaction surveys that it is determined that a complaint needs to be addressed, the complaint(s) shall be followed up by the appropriate Program Director.
- **3.6** Tabulated results of the Customer Satisfaction Surveys shall be reported monthly to the Board of Directors during regularly scheduled meetings. Surveys shall be maintained for a period of one year.
- 3. Describe how administrative policies and procedures are monitored by the Board of Directors.

The Board of Director's reviews the agencies administrative policies on an annual basis. These policies include fiscal, personnel and procurement. When necessary the policies are revised and updated. The Manual and an Employee Handbook has been introduced to all staff. The policies are monitored as part of the self-assessment process.

4. Describe how the Board acts on monitoring, assessment and evaluation reports.

The Board of Directors reviews all monitoring, assessment and evaluation reports. The board also reviews corrective measures and ensures that policies and procedures are modified based on the reports that are received. The Board also ensures that the results of the assessment are put into an action plan to improve the agency's performance.

5. Describe the Board's procedure for conducting the agency self-evaluation.

The Board of Directors along with staff conducts an annual evaluation of the agency's program governance, management systems, fiscal, partnership engagement and program effectiveness. This evaluation is headed by an outside consultant. Upon completion the information is compiled, documented and discussed in order to develop a work plan.

6. Summarize the results of the Board's most recent self-evaluation. Describe how the information has been or will be used to develop the agency's next Strategy for Eliminating Poverty. Indicate the timeframe and planned activities for the next evaluation.

The results from the evaluation include: a) the need to expand funding beyond federal dollars, b) Increase board and management system collaborations, c) the need to further enhance our service delivery to provide support and assistance to the diverse families of the low-income community, d) increase our partnerships and collaborations to address the identified needs of the community. The information from the Board's self-evaluation will be used to enhance the strategic plan, departmental work plans and staff performance plans.

- Policy Council members receive training during monthly meeting.
- Program planning is reflective with the needs of the community.
- Oversight is provided to ensure that the agency adheres to all applicable laws and regulations.
- Maintenance repairs are done according to budget allowances.
- All inspections, and repairs are made and done to stay in compliance to with health, state and the Office of Head Start
- A Policy Council liaison attends the Board meeting to ensure that any necessary communication is delivered.
- All approvals and information from the Board are shared with Policy Council and vice versa. Information shared
 includes, but is not limited to policies and procedures, financial information, staffing vacancies, and program changes.
- The agency's employment practices are followed according to law.

Policy Council Community Representatives are integral in recruitment and hiring of staff.

Planned activities for the next evaluation will measure progress on the following: 1) effective board governance 2) understanding the role of the governing board under Community Action 3) Understanding the role of financial oversight and monitoring by the governing board. The next scheduled board evaluation will be conducted in March, 2022.

Community Services Block Grant Program Fiscal Year 2022-23 Application for Funding CSBG Administrative Support Worksheet OEO Form 212A

Administrative Support requested for (Name o	f Grant):
Total amount of Administrative Support reques	sted: \$
Brief description of grant including the name o	f the funding source:
4. Total Grant Amount:	\$
	Support from CSBG and describe how the funds will
be used: (Attach supporting documentation in	the Appendices)
6. How will the agency track the CSBG funds use	ed for Administrative Support?
7. Basis for determining amount of Administrative	2 Cuppert peeded
(Please select either Indirect Costs or Cost All	
Indirect Costs	
Indirect Cost Base:	
Indirect Cost Rate %:	%
Indirect cost base amount for this grant:	\$
Percent indirect allowed by funding source for this grant:	%
Dollar amount indirect allowed by funding source for this grant:	\$
Cost Allocation	
Percent of administrative costs allowed by funding source for this grant %:	%
Dollar amount of administrative costs allowed by funding source for this grant:	\$
Actual numerical calculation used to determine Administrative Support needed:	
Administrative Support to be applied:	Monthly
(choose one)	Quarterly
	Annually

Community Services Block Grant [CSBG] Documentation of Submission to County Commissioners

<u>Background</u>: The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

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: Anna Bumgarner

DATE: 12/17/21

SUBJECT: Addendum to RACE-CARS Trial Grant Funding

The Board of Commissioners approved the Randomized Cluster Evaluation of Cardiac Arrest Systems (RACE-CARS) on July 19, 2021. The attached amendment changes the language in the RACE CARS contract to allow for direct collection from Emory University so we do not have to duplicate efforts, and reduces the likelihood of errors in data. Emory has reviewed the language and confirmed that, upon signing, the amendment will be sufficient approval for them to release our registry data directly to Duke University for the research project.

Attached proposed amendment and the Contract with Duke University.

Purchasing Director recommends that the Board of Commissioners authorize the County Manager to approve amendment with Duke University for the RACE-CARS agreement.

ATTACHMENTS:

DescriptionUpload DateTypeRACE CARS12/22/2021Cover Memo

100 100 100 100 100 100 100 100 100 100	FDP Fixed Rate Clinica	I Research Subaward Amend	ment
Federa	al Awarding Agency: National Institutes of Health	Amendment No. 1	
Pass-th	rough Entity (PTE): Duke University	Subrecipient: County of Rowan	
PTE PI:	: Christopher Granger, MD	Subrecipient PI: Bradley Dean	
PTE Fe	ederal Award No: 1UG3HL146935-01A1	Subaward No. A033411, SPS-250383	
Project/	Study Title: Randomized Cluster Evaluation of Cardiac Arres	L Systems (RACE-CARS) Trial	"Study"
	ard Period of Performance (Budget Period): 2/01/2021 End: 04/30/2027	Estimated Project Period (if incrementally fund Start: End:	
Amendr	ment Effective Date: December 3rd, 2021		
The par	rties agree as follows:		
1)	To allow for PTE's receipt of Subrecipient's data direc ("CARES") Registry, maintained by Emory University under Attachment 2B shall be deleted in its entirety a	, the second paragraph of the Data Use/Own	ance Survival nership section
	"In order to complete the activities listed in the Protoc and use of Subrecipient's data currently held by the Registry, maintained by Emory University, Through It signing this Subaward Agreement, Subrecipient here Data to PTE. Further, Subrecipient permits PTE to significant confirm such authorization. PTE agrees to use the CAL Limited Dataset attached hereto as Appendix 1 to Att apply to the CARES Data. The parties agree that all resubrecipient, through the CARES Registry".	Cardiac Arrest Registry to Enhance Survival s Woodruff Health Sciences Center ("CARE by authorizes Emory University to send Sub hare this Subaward Agreement with Emory L ARES Data in accordance with the Data Use achment 2B. For the avoidance of doubt, Ap	("CARES") S Data"). By recipient's CARES University to Agreement for expendix 1 shall only
2)	Under Attached 3A, the Duke Administrative and Fina RACE CARS Project Leader, RACE-CARS-Trial@dm Duke University, RACE CARS Project Leader, 300 W The email for invoices shall remain the same.	n.duke.edu and copy Kimberly.t.ward@duke	.edu. Address:
3)	All terms and conditions of the Subaward not express and effect.	ly amended by this Amendment #1 shall ren	nain in full force
4)	In the event of any dispute, conflict or ambiguity as be any prior amendment (s), this Amendment #1 shall co	etween the terms of this Amendment #1, and ontrol.	d the Subaward or
5)	Any capitalized term not separately defined in this Am Subaward.	nendment #1 shall have the meaning ascribe	ed to it in the
By an A	authorized Official of Pass-through Entity:	By an Authorized Official of Subrecipient:	
Name: Title:		Name: Date:	

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: Anna Bumgarner

DATE: 12/17/21

SUBJECT: Award Fleet Maintenance RFP to Vector Fleet Management, LLC

Rowan County with guidance from CST Fleet Services received proposals for Fleet Maintenance Services. Three (3) proposals were received and CST provided a recommendation of going with Vector Fleet Management, LLC. We then asked Vector for their best and final offer. Vector will provide Fleet Maintenance for the majority of County vehicles. Purchasing will work with Vector to finalize the contract and bring that back to the BOC for approval at a later date with a budget amendment. The agreement will include personnel of 1.5 positions for management and administrative and 2.5 positions for mechanics. The cost for Year 1 \$662,340.01 Year 2 \$678,898.51 and Year 3 \$695870.98 with a three-year total target cost of \$2,037,109.51.

Attached are the proposal and best and final offer from Vector Fleet Management along with the recommendation from CST Fleet Services.

Purchasing Director recommends that the Board of Commissioners authorize the award for fleet maintenance to Vector Fleet Management, LLC.

ATTACHMENTS:

Description	Upload Date	Туре
Vector RFP Response	2/10/2022	Cover Memo
CST Evaluation	12/22/2021	Cover Memo
Vector Fleet Managment BAFO	2/25/2022	Cover Memo
Vector Part II Cost	2/25/2022	Cover Memo



Proposal

2021

Proposal for Fleet Management and Maintenance Services RFP# 2022-006

Technical Proposal Part I

COPY



Vector Fleet Management, LLC
9300 Harris Corners Parkway
Suite 350
Charlotte, NC 28269
Aubrey Felton
Executive Vice President
PH: (704) 597-2262
www.vectorfleet.com
10/18/2021



TABLE OF CONTENTS

ı	DΔRT	I TECHN	ΙΙCΙΔΙ	RFSP(NSF
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1. CORPORATE OVERVIEW	1-2
2. Approach	3
2.1 understanding	3
2.2 THROUGH THIS PARTNERSHIP, ROWAN COUNTY CAN EXPECT	4-5
2.3 DEDICATED FLEET MAINTENANCE PROGRAM	6
2.4 OUR COMMITMENT	7
2.5 STAFFING REQUIREMENTS	7
2.6 PREVENTIVE MAINTENANCE	8
2.6.1 PREVENTIVE MAINTENANCE SCHEDULING PROGRAM REQUIREMENTS	8
2.6.2 PREVENTIVE MAINTENANCE PROGRAM	8-9
2.6.3 PREVENTIVE MAINTENANCE AUTOMATED TRACKING	9
2.6.4 PREVENTIVE MAINTENANCE WORK FLOW	9-10
2.6.5 VEHICLE SELECTION FOR SERVICES	11
2.6.6 VEHICLE CHECK IN PROTOCOL	11
2.6.7 REPAIR ORDER CREATION	11
2.7 MAINTENANCE METHOD & PM FORMS	11-15
2.8 VEHICLE SAFETY, EMISSIONS, AND OTHER INSPECTIONS	16
2.9 REPAIRS TO VEHICLES AND EQUIPMENT	16
2.9.1 REPAIR SERVICE TIMELINES	16
2.9.2 REPAIR LIMITATIONS	16
2.10 QUICK FIX	16
2.11 TIRE SERVICES	17
2.12 WARRANTY AND RECALL WORK	17
2.12.1 WARRANTY AND RECALL WORK	17
2.13 OUTSIDE REPAIRS	17-18
2.14 ROAD CALLS	18
2.15 TOWING/TRANSPORTING VEHICLES	18
2.16 ROAD TESTING	18
2.17 WELDING AND FABRICATION	18
2.18 TRANSIT	19-21
2.19 UP-FITTING	22
2.19.1 UP-FITTING EQUIPMENT	22
2.20 VEHICLE SAFETY, EMISSION INSPECTIONS	22
2.21 NEW VEHICLE ACCEPTANCE	22
2.22 VEHICLE DISPOSAL	23
2.23 WASTE MANAGEMENT	23
2.24 INCLEMENT WEATHER SUPPORT	23-24
2.25 PARTS AND INVENTORY MANAGEMENT	24
2.26 PROCURING, STOCKING AND DISBURSING PARTS	24
2.27 QUALITY OF PARTS	25



TABLE OF CONTENTS

2.28 WARRANTY PARTS	25
2.29 FUELING SERVICES	25-26
2.30 FLEET MANAGEMENT SERVICES	26
2.30.1 VEHICLE ACQUISITION AND REPLACEMENT PLANNING	26-27
2.30.2 TITLES AND REGISTRATION	27
2.30.3 INVESTIGATIONS AND AUDITS	27
2.31 QUALITY ASSURANCE PROGRAM	27
2.31.1 FLEET AVAILABILITY	27-28
2.31.2 PM PROGRAM COMPLIANCE	28
2.31.3 MAINTENANCE AND REPAIR PERFORMANCE	28
2.31.4 LAW ENFORCEMENT EXPERIENCE	29
2.31.5 PARTS AVAILABILITY	29-30
2.31.6 VEHICLE SAFETY AND RELIABILITY	30
2.31.7 RECALL COMPLIANCE	30
2.31.8 CUSTOMER SERVICE	30-31
2.32 NON TARGET SERVICES	31-32
2.33 PERFORMANCE STANDARDS	32
2.33.1 VEHICLES EXEMPTED BY THE COUNTY	32
2.33.2 MONTHLY VEHICLE TURNAROUND TIME STANDARDS	33
2.33.3 DAILY AVAILABILITY STANDARDS	33
2.33.4 PREVENTIVE MAINTENANCE PROGRAM COMPLIANCE STANDARDS	33
2.33.5 REWORK	33
2.33.6 PERFORMANCE AND INCENTIVES	34
2.34 CONTRACT MANAGEMENT AND OPERATIONS	34
2.34.1 CONTRACTOR PROJECT MANAGER	34-36
2.34.2 SELECTION OF PERSONNEL	36
2.34.3 CHANGES IN PERSONNEL	36
2.34.4 UNIFORMS & APPEARANCE	36
2.34.5 EMPLOYEE TRAINING AND CERTIFICATION PROGRAM	36-37
2.34.6 VECTOR FLEET MANAGEMENT CERTIFIED TECHNICIAN PROGRAM	37-38
2.35 RECORD KEEPING AND REPORTING	38
2.35.1 INFORMATION SYSTEMS REQUIREMENTS	38
2.35.2 FLEET INVENTORY AND MAINTENANCE RECORDS	38-44
2.36 DAILY AND MONTHLY REPORTS	44
2.36.1 RECORDS	44-46
CUSTOMER REPORTS APPLICATION	47-51
2.36.2 ANNUAL MEETINGS AND REPORTS	51
2.37 REFERENCE FILES AND PROCEDURES	51
2.38 ACCESS TO AND OWNERSHIP OF RECORDS	51



TABLE OF CONTENTS

3.0 TRANSITION PLAN	52
3.1 SERVICE TRANSITION PROCESS	52
3.2 LOCAL START-UP TEAM COMPOSITION	52
3.3 ESTABLISHING COMMUNICATION WITH KEY PERSONNEL FROM ROWAN COUNTY	53
3.4 FACILITY INSPECTION AND ASSET MANAGEMENT TRANSITION	53
3.5 EMPLOYEE HIRING AND TRANSITION	53
3.6 PARTS INVENTORY AND VENDOR/SUBCONTRACTOR TRANSITION	53
3.7 FLEET MAINTENANCE MANAGEMENT SYSTEM (FMIS)	54
3.8 EQUIPMENT AND TOOLING	54
3.9 SAFETY	54
4.0 ORGANIZATION AND STAFFING	55
4.1 PROPOSED STAFFING PLAN	55
4.2 KEY MANAGERIAL/SUPERVISORY	56-67
5.0 QUALIFICATIONS AND EXPERIENCE	68-70
5.1 COMPARABLE SERVICES	71-75
6.0 COMPLIANCE WITH THE COUNTY'S INSURANCE REQUIREMENTS	76
6.1 COMPLIANCE WITH FEDERAL CONTRACTING STANDARDS	77
FINANCIAL STATEMENTS 2018 -2020 (CONFIDENTIAL DOCUMENTS)	78-116



Part I. Technical Proposal

1.0 Corporate Overview



and OEM inspection and storage.

Since 1988, Vector Fleet Management, LLC (VFM) has provided dedicated fleet maintenance, with an optimization approach to produce more efficient and effectively managed fleets while helping eliminate fleet redundancy, extend life cycles and improve operator safety.

Our many existing partnerships include government contracts, which consist of cities, counties, hospitals and universities throughout the U.S excluding Alaska and Hawaii. We also have partnerships with private companies that consist of mining, utilities, foodservice, beverage companies

Today VFM manages two of the largest government contracts in the US.

VFM fleet maintenance and management program favorably impact costs, services levels and life expectancy of equipment. This is achieved through deploying skilled personnel, a world-class fleet management information system, vocation specific fleet planning and competitive parts and tire sourcing.

VFM consistently delivers on this commitment because maintenance is our only mission. Our singular focus on improving our client's maintenance performance, which allows them to focus on their core mission of serving their constituents.

<u>Organization:</u> Vector Fleet Management, LLC, 9300 Harris Corners Parkway, Suite 350, Charlotte, North Carolina, 28269, Ph: 704-921-0148, Fx: 704-921-9880, www.vectorfleet.com

Services: Dedicated, Customized Fleet Maintenance and Management Services

Contact Person: Aubrey Felton, Executive Vice President

9300 Harris Corners Parkway, Suite 350

Charlotte, North Carolina, 28269

Office: 704-597-2262, Cell: 561-339-6877

afelton@vectorfleet.com

Contact Person: Craig Moran, Executive Vice President

9300 Harris Corners Parkway, Suite 350

Charlotte, North Carolina, 28269

Office: 704-597-2245, Cell: 704-968-0465

cmoran@vectorfleet.com

County, City, State and Federal Registration Numbers

Vector Fleet Management, LLC has provided our Federal and State registration Numbers below:

FEIN #: 20-5680368 DUNS# 80-922-4822 State ID# 600610089

Financial Statements for the past three (3) years will follow after this section.

Audited: 2018 Audited: 2019 Audited: 2020



6 Segments Vector Fleet Management Specializes in:

1. Municipalities

Fleet Maintenance Experts for your diverse Public Fleet



3. Parts Management

Cost Savings, efficiencies and productivity enhancements for your shop with our parts and supplies dedicated program.



5. OEM / Remarketing

Intake, inspections, vehicle prep and reediness, your OEM partner to help manage the fleet



2. Mining

Professional fleet maintenance for the high demands of a mining fleet



4. Private Fleet

Fleet maintenance and management for the uncompromising demands of private fleet



6. Utility

Fleet maintenance for Public and Private Utility





2.0 Approach

2.1 Understanding



The success of Rowan County fleet program is directly dependent upon the proper management and maintenance of your fleet. Vector Fleet Management, LLC (VFM) has been managing and maintaining fleet equipment for over 33 years consisting of Municipal fleets ranging from 80 units to more than 3500+ units.

VFM maintains in excess of \$3.5 billion in customer assets every day in locations across the Country.

Since 1988, VFM has been providing cost-effective and reliable fleet maintenance and management services. We have

accomplished this through our core beliefs:

- As a Charlotte North Carolina Based fleet maintenance and management company, VFM will be able to provide support, oversight and exemplary fleet maintenance performance to Rowan County.
- > We believe each client fleet requirements and operational demands are unique and thereby require a specific approach to our overall staffing, inventories, and processes
- > We believe in today's economic environment our clients should be able to depend on uniformity in fleet maintenance costs
- > We believe in providing our technician teams with the proper training, diagnostic software, and tooling required for each specific clients fleet
- We believe in a providing a national parts procurement solution for our clients which will lower overall operating costs
- We believe in a detailed Quality Assurance Program, which reduces downtime, rework, and overall client costs
- We believe in benchmarking our performance internally and for our clients, using industry Key Performance Indicators
- > We believe in providing our clients real-time access to their fleet information through our Maintenance Software Solution
- > We believe in clear lines of communication throughout our organization and with our clients
- We believe nothing is more important than the safety of our team members and clients employees. We maintain our clients fleets like our family is operating the equipment
- We believe each client is a business partner, one in which we share successes and setbacks; ultimately pulling in the same direction with the same goals and objectives.

If our belief systems aligns with yours then we are the Right Choice for your operation!



2.2 Through this partnership, Rowan County can expect:

a. Meeting Rowan County's Operational Readiness Requirements

VFM has developed proven management and leadership initiatives which increase operational readiness and enhance our ability to mitigate maintenance failures, including:

- Vector Fleet Managements Corporate Office located in Charlotte is 40 minutes south of Rowan County, NC.
- Flexible and increased shop hours to meet the needs of the client.
- <u>Condition Based Maintenance</u> processes such as periodic engine compression checks, along with oil and lubricant analyses to determine pending engine, transmission and, differential repairs before they occur.
- Increased use of On-board Diagnostics and other computer aided online diagnostics capabilities.
- · Qualified and fully staffed shop and parts room.

b. Reduce Overall Fleet Maintenance Cost

Our experience with all types of fleets, results in cost reduction across various areas, which ultimately reduces costs associated with fleet maintenance and management:

- Complete PM Services, with weekend Service performed with a PM inspection Checklist. This will identify any existing or developing issues. We utilize our exclusive Preventive Maintenance checklist that have been developed over the past decade utilizing OEM guidelines and our own real world expertize of systemic issues.
- Major Supplier Agreements to reduce overhead costs. We have major suppliers preposition
 fast moving parts in the shop for our use. Most repairs are completed in-house instead of sourcing
 a local OEM dealer for support. VFM will buy locally to cut transportation-shipping costs. We rely
 heavily on local vendors to provide the bulk of our needed fast moving items such as filters, brake
 pads, rotors, tires and rubber products.



























Inventory Management Reports will be produced periodically to identify obsolete and slow
moving parts and return them for credit, which will further reduce the overhead expenses and
allows for a responsive parts room. Our inventory system will supply the County with the "right"
parts, at the "right" time, for the "right" cost.



c. Decrease overall fleet downtime

Improving Vehicle and Equipment Availability is the most visible standard and causes the most challenges in a County environment. We recognize this important metric and apply our expertise to keep the operational fleet at its maximum availability:

- Dedicated Preventive Maintenance Programs will be implemented to meet and exceed your fleet maintenance needs and requirements, while being compliant with OEM specifications.
- Certified Maintenance Staff ASE and EVT Technicians as well as corporate, management staff and a Certified Parts Staff that includes Certified ASE P1 & P2
- Rigorous Certified Training Program, which consists of 18, required courses to become a Vector Corporate Certified Parts Staff.
- Fleet Management Information System (TMT) implemented for a customized PM scheduling process through the County's fleet management information system (TMT) will increase the County's fleet availability while extending unit lifecycles and reliability. TMT will be the sole FMIS for VFM, meaning no need for dual entry into another FMIS.
- d. Continue and Improve The County's ability to provide a high-level of services to residents

 VFM looks at every aspect of the support and collaborating required achieving the goals of the County.
 - We incorporate an extensive system of customer feedback. We want to know what we can
 do better, how we can adapt our processes to make it easier to get the work done, to identify
 and reward outstanding employees and likewise those whose performance is not up to
 standard. We read every form, review them at corporate level and take prompt corrective
 action where needed.
 - Then we respond to the customer who submitted the feedback so they know that we appreciate their input and have reacted accordingly.
 - All of the corporate officers are ASE certified technicians, up to and including the President/CEO. These individuals can relate to the dynamics of a shop environment and what it takes to make things happen. There is no substitute for practical experience.
 - Our corporate staff makes regular scheduled and unscheduled site visits to keep abreast of
 the customers day-to-day issues. In addition, our corporate managers meet with department
 heads, purchasing directors and County managers to ensure that VFM is meeting the needs
 of those concerned, as well as being kept informed of changes in operations, budgeting
 issues, and other County planning initiatives.



2.3 Dedicated Fleet Maintenance Program

By submitting this proposal Vector Fleet Management, LLC (VFM) is committed to implementing our industry-leading fleet practices necessary to maintain the County's fleet. This service will include, but is not limited to:

Scope of Services	Management Services		
Facilities / Hours of Service	Management Plan		
Security	Transition Plan		
Preventive Maintenance	Reporting		
Routine Maintenance and Repair	Fleet Management and Information System		
Non-Vehicular Equipment	Invoicing		
Fleet Assessment	Purchases		
Scheduling	Staffing Provisions		
Performance	Training and Continuing Education		
Annual Inspection	Insurance		
Repairs	Safety Management		
Repair Limitations	Inventory Control		
Road Calls and Towing	Quality Assurance Control		
Warranty	Obsolete Inventory Management		
Rework	Telematics		
Outside Repairs & Subcontracting	Fuel Management		
Vehicle Preparation and Disposal	Asset Remarketing		
Unit up-fitting and decommissioning	Bids & RFPs		
Parts and Inventory Management	DOT Compliance		
Accident Repairs & Subrogation	Emergencies		
Vehicle Refurbishment	Bonding		
Directed Work and Technical Advice	Facility Conversions (CNG)		
Investigations and Audits	Disadvantage Business Programs		
Waste			
Daily Fleet Availability			
Quick Fix			
Motor Pool			
Tires / Tire Management			



2.4 Our Commitment

Vector Fleet Management, is committed to implementing our industry-leading fleet practices, which will result in the following benefits:

- We will introduce and strive to exceed high levels of Accountability through Performance Thresholds.
- Our commitment to quality guarantees that we will continuously improve our fleet management operations and work processes to provide the most efficient and cost-effective service delivery for the County.
- Our inventory management system will insure the County's unusable and obsolete inventory will be eliminated as a financial burden.
- We will uphold compliance with all safety, environmental, vehicular, and personnel legal mandates in our fleet operation on behalf of the County.
- We will provide an experienced management team and technical personnel who will make customer service a top priority for the County.
- We will incorporate, into TMT, our nationwide asset maintenance data from our FMIS, to improve overall
 asset lifecycle.
- We will provide real-time reporting access to the County through our Customer Portal. This will allow each department to see the specific unit information and reporting on an as needed basis.
- We will work with the County to bring innovative solutions to your fleet operation. As your partner, we will offer suggestions for managing your fleet and help you by recommending the number and types of vehicles required to deliver services efficiently and cost effectively.
- We will implement our industry-leading fleet management and maintenance practices and make recommendations that can increase your fleet's productivity and/or help cut costs. For example, if we detected a unique maintenance need, we would recommend a maintenance or replacement plan to address it.
- We will assist the County in preparing purchase specifications for additional or replacement vehicles and service equipment.
- Additionally, we will provide inspection services and assessments of used vehicles and equipment under consideration for purchase or lease; a process we are considered industry experts in.

Our highest commitment is our dedication to service excellence. Every VFM employee is committed to providing a superior partnership experience, every time. Our employees will focus on quality and timely fleet service delivery. We invest in their technical training and professional growth and, reward them for completing VFM's training curricula and for providing outstanding customer service.

2.5 Staffing Requirements

Vehicles and Equipment shall be accepted at any time. VFM has performed an analysis of the County's staffing needs and proposes to provide the staff support for the County's location. VFM staffing reflects:

- The time of Shift Operation at the Fleet Maintenance location
- Provide Roadside support for the County
- Observe all the County's recognized Government Holidays
- Monday through Friday between the hours of 7:00 AM and 5:00 PM





2.6 Preventive Maintenance

The purpose of Preventive Maintenance (PM) is to maximize a vehicle's availability and longevity. VFM's preventive maintenance program is designed to achieve a level of performance that eliminates the requirement for unscheduled preventive maintenance on vehicles. By adhering to prescribed schedules and performing an extensive inspection at every PM, unscheduled maintenance will not be necessary during the period between scheduled PMs.

With any successful fleet maintenance program, it must be built around a rigorous PM schedule. PM inspections are critical to any quality fleet maintenance program.

VFM's well-executed PM program should achieve the following:

- minimizes breakdown maintenance (towing)
- reduce capital costs
- · reduce excessive repairs and major component repair
- reduce operator inconvenience
- most importantly ensure the safe operation of the County's entire fleet.
- Utilize OEM information and review any pertinent Technical Service Bulletins
- Perform any and all state and federal inspections during the PM (unless otherwise specified by the County)

2.6.1 Preventive Maintenance Scheduling Program Requirements

- All customers are provided a completion time for PM and any required inspections.
- For light duty vehicles 8600lbs and under, PM and inspections will begin within 15 minutes of arrival for scheduled service and the customers elects to wait in shop until services are completed.
- 40 Minute PM Service for Light Duty Vehicles.
- PM and inspections. VFM will develop a PM and Inspections due Calendar so appointments may be made with sufficient notice to each vehicle/equipment user and operator. This calendar will be available through our FMIS Client Portal, phone app and push notifications.

2.6.2 Preventive Maintenance Program

VFM's well-executed PM program has several key elements:

- Scheduling PM activities should interfere minimally with the operator's normal required work schedule. Therefore, vehicle and equipment PM's should be scheduled at times mutually agreed upon by VFM and the County. VFM has developed and will provide an automated PM schedule to the County with sufficient lead-time that the County can give ten (10) working day notice to the vehicle user. PM schedule notification, referencing both the department and unit number, will be provided in writing to the designated Department representative VFM will be responsible for all contact with departments regarding vehicle PM scheduling. The County, the designated Department representatives, and the vehicle and equipment operators will be responsible for keeping scheduled appointments for preventive maintenance.
- Quick Lane PM Program-Optional Service VFM has the capabilities to provide Quick Lane PM program. This will include a 40 minute turnaround time for all light duty and police vehicles.
- **Notification** has started at this point. We will notify individuals and Department heads of the next months' schedule via a formal letter and, if available, we will email each person/office to remind them of the appointment.



- Reporting Each week VFM will prepare a report for the County containing a list of "PM No Shows" and
 any other pertinent information related to PMs. On a periodic basis, we will also provide a report
 outlining statistical analysis, findings, and recommendations to enhance the overall maintenance of the
 fleet. We will notify the senior management of the applicable using agency whenever a vehicle is not
 delivered for service after a second notification. It is VFM policy to note the no shows and should the
 vehicles develop a problem that results in a repair to correct and the cause can be traced to the missed
 scheduled servicing.
- **Performance** will start after all coordination is done and appointments are set. We will use our checklists to perform all necessary inspections and determine if key items are within tolerances or need to be replaced because of age or nearing the end of its useful life. VFM will perform the most appropriate Preventive Maintenance service when vehicles and equipment are in the shop for other reasons.

2.6.3 Preventive Maintenance Automated Tracking

This 'at-a-glance' report is delivered automatically every Monday morning to the Contract Liaison

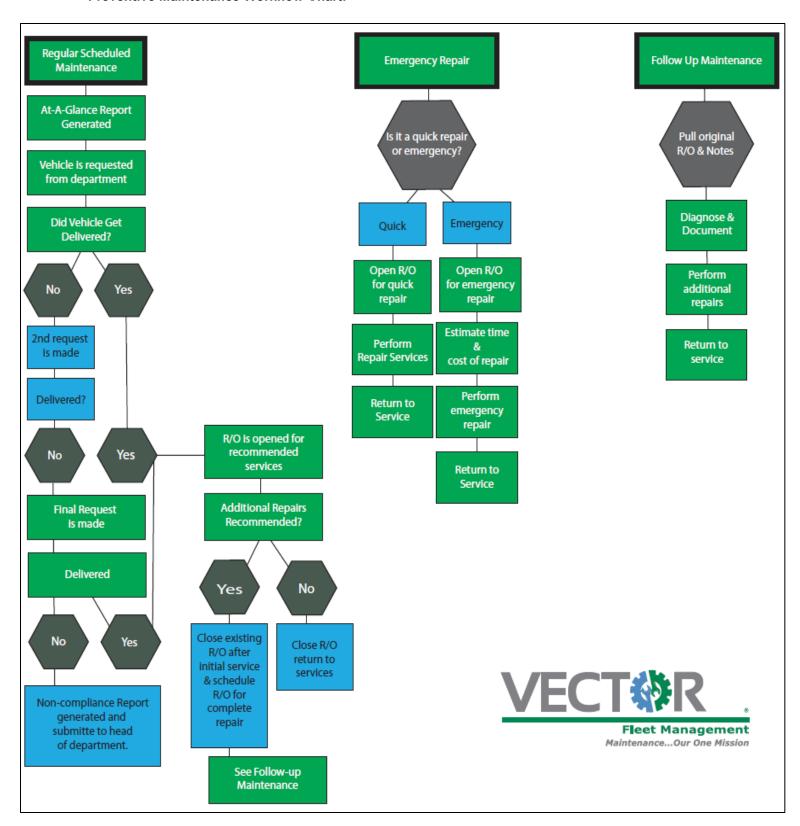
			LAST DONE				
UNIT	DESCRIPTION	LAST DONE	READING	DUE %	INTERVAL	METER TYPE	DUE DATE
6100-7215	Wet (B PM)	Jan 20 2010 12:00AM	63779	129	4000	ODOMETER	Apr 26 2010 12:00AM
7500-80-1	Annual Inspection (C PM)	Mar 10 2009 12:00AM	28466	121	365	DAYS	Mar 8 2010 12:00AM
1425-6247	Wet (B PM)	Mar 17 2010 12:00AM	24548	110	5000	ODOMETER	May 17 2010 12:00AM
7500-10-L	Dry (A PM)	Nov 12 2009 12:00AM	18438	108	180	DAYS	May 9 2010 12:00AM
6100-66	Annual Inspection (C PM)	Apr 28 2009 12:00AM	116143	107	365	DAYS	Apr 28 2010 12:00AM
6210-01-N	Wet (B PM)	Jan 27 2010 12:00AM	117900	101	5000	ODOMETER	May 22 2010 12:00AM
6100-59	Wet (B PM)	Nov 27 2009 12:00AM	145510	99	180	DAYS	May 25 2010 12:00AM
7500-099	Annual Inspection (C PM)	Jun 2 2009 12:00AM	13514	98	365	DAYS	May 31 2010 12:00AM
7500-060	Annual Inspection (C PM)	Jun 1 2009 12:00AM	28944	98	365	DAYS	May 31 2010 12:00AM
7500-041	Annual Inspection (C PM)	Jun 3 2009 12:00AM	10060	98	365	DAYS	May 31 2010 12:00AM
6100-40	Wet (B PM)	Dec 1 2009 12:00AM	90120	97	180	DAYS	May 29 2010 12:00AM
7500-067	Annual Inspection (C PM)	Jun 10 2009 12:00AM	44929	96	365	DAYS	Jun 7 2010 12:00AM
8100-5703	Wet (B PM)	Mar 5 2010 12:00AM	36377	96	5000	ODOMETER	May 27 2010 12:00AM
7500-090	Annual Inspection (C PM)	Jun 12 2009 12:00AM	16458	95	365	DAYS	Jun 11 2010 12:00AM
7500-053	Annual Inspection (C PM)	Jun 15 2009 12:00AM	59836	94	365	DAYS	Jun 14 2010 12:00AM
7500-092	Dry (A PM)	Dec 9 2009 12:00AM	15932	93	180	DAYS	Jun 5 2010 12:00AM
7500-093	Dry (A PM)	Dec 9 2009 12:00AM	5259	93	180	DAYS	Jun 5 2010 12:00AM

2.6.4 Preventive Maintenance Work Flow

VFM has a great deal of experience as a maintenance provider in the Automotive, Medium/Light Duty Truck, Heavy Duty Truck, and equipment markets. We have an executive team composed entirely of former technicians, and individuals who are currently ASE Certified technicians. Commensurate with that experience comes attention to detail, and never forgetting what it was like to operate within a shop on a daily basis. With these shared experiences VFM is intimately familiar with the workflow layout that will increase productivity, improve reliability, and guarantee customer satisfaction.



Preventive Maintenance Workflow Chart:





The following outlines our Maintenance Process for servicing the County fleet.

2.6.5 Vehicle Selection for Services:

- The Site Manager will make decisions for needed services based off of reports received at the beginning of the workday, in coordination with County Fleet Manager.
- Once the Site Manager has looked over the "at a glance" report from our FMIS software, he will schedule out the work based upon his findings in the report.
- The site manager will then communicate to the responsible party, that there is a need for maintenance on certain unit numbers.
- Once the vehicle is brought onto the lot, it is taken by its daily driver to the check in area.

2.6.6 Vehicle Check In Protocol:

- The assigned driver for the vehicle requested in the "At a Glance" report will bring his/her vehicle into the VFM check in area of the maintenance facility.
- The driver will disclose any known issues with the vehicle or additional services he/she may be seeking, in addition to the original request for Preventive Maintenance.
- A diagnostic questionnaire is completed by driver which will minimize technician discovery time.
- A VFM employee will then fill out the necessary paperwork for vehicle and create a Repair Order for the vehicle.

2.6.7 Repair Order Creation:

- The repair order mentioned in the previous step will be filled in with a minimum of fifty (50) words of narrative, centered on the reason for the vehicle work order, if that reason is outside of preventive maintenance.
- If the work order is AFTER HOURS, the customer that is dropping the vehicle off will include all pertinent information on the vehicle such a mileage, plate, vehicle description, and a reason for service. He will take this information along with the keys to the vehicle and drop it in the overnight box.
- Once a technician has been assigned the Repair Order he will go pick the vehicle up and bring it into the work area for the start of the maintenance process.

2.7 Maintenance Method:

When the vehicle has been brought into the service bay the Technician will begin to work through the PM Checklist.

- a) Lighting System (including light bars and auxiliary lighting)
- **b)** Steering System (Undercar)
- c) Starting/Charging System
- d) Hydraulics
- e) Auxiliary systems
- f) Brake Linings
- g) Grease Fittings
- h) Coolant, Power Steering Fluid, Transmission and Wiper Fluids
- i) Serpentine Belt and Cooling Hoses
- j) Wipers
- k) Tires are checked for signs of wear
- I) Other Equipment type specific checks
- If no other needed repairs are found at that time, outside of the Preventive Maintenance RO assigned at start, the vehicle will then have all necessary paperwork completed and it will be returned to the lot.
- However, if an additional need for work is found the Repair Order will **still be closed** on the PM order, and a new RO for the repairs at hand will be issued. If the recommended repair exceeds a predetermined dollar value, that vehicle will be referred to the Fleet Manager for approval before advancing.
- PM services are routinely audited by our management staff as part of our VFM Quality Assurance program.



Auto & Pickup PM Form

VECTARD			
VECT R	DEPARTMENT		RO#
Fleet Management	UNIT#		DATE
MaintenanceOur One Mission	VIN / TAG	N	MILEAGE
AUTO & PICKUP PM (includes police, rescue and ambular	nee: under 1 ton)		
	CODES: V=OK D=DEFECT	IVE L=LUBED NE=NOTEQU	JIPPED
NOTE: ALL DEFECTIVE NOTA	ATIONS REQUIRE AN EXPLAI	NATION IN THE COMMENTS	SECTIONS.
IN - CAB INSPECTION ITEMS			
TEST DRIVE VEHICLE, PAY ATTENTION	ON TO STARTING, TIRE AND	BRAKE PERFORMANCE	
CHECK WINDSHIELD WIPERS AND V			I
CHECK WINDSHIELD FOR EXCESSIV	E PITTING, CRACKS OR "BU	LLSEYES", CHECK FOR SUN	IPASS "MARKED UNITS ONLY"
CHECK WINDSHIELD "TOLL PASS" CHECK CONDITION ON INTERIOR OF	VEUICI E		
CHECK REAR SEAT AND INTERIOR	VENICLE		
CHECK CONDITION OF DECALS			
CHECK PAINT AND BODY CONDITION	N		
LIGHTS, AUXILLARY AND EMERGENCY EQ		THOUT DATIES TOOLS	MENT LICUTING
CHECK ALL INCLUDING EMERGENCY CHECK ALL SIRENS, SHOTGUN RAC			MENT LIGHTING
ENGINE AND ELECTRICAL	, COMPUTER MOUNTING E	10.	
DRAIN OIL PAN - PM-B only			
REPLACE OIL FILTER - PM-B only			
INSTALL OIL PAN, DRAIN PLUG, AND		S	
PM-A - CHECK OIL LEVEL /PM-B FILL	ENGINE with NEW OIL		
INSPECT PCV VALVE	T/ 05 0001 INT 10050		
INSPECT COOLING SYSTEM. QUANT INSPECT ALL COOLANT HOSES	ITY OF COOLANT ADDED		
CHECK CONDITION OF ALL BELTS. A	ND FOR PROPER TENSION		
INSPECT AIR FILTER AND REPLACE			
FILL WINDSHIELD RESERVOIR. QUA	NTITY ADDED		
CHECK BRAKE FLUID LEVEL. QUANT			
CHECK POWER STEERING PUMP, H			
CHECK AUTOMATIC TRANSMISSION	FLUID LEVEL. QUANTITY AL	DDED	
BATTERY TEST RESULTS/printout CHASSIS AND UNDERFRAME			
CHECK DIFFERENTIAL LUBE LEVEL.	PINTS ADDED.		
GREASE ALL GREASE FITTINGS			
PULL WHEELS FOR TIRE ROTATION			PAD Millimeters: L/FR/F
CHECK BRAKE PADS - Measure in Mil	limeters		PAD Millimeters: L/RR/R
CHECK BRAKE ROTORS - Measure in	Millimeters Disca	rd Specs: F	Rotor Millimeters L/FR/F
		R	L/RR/R
TIRES AND WHEELS	TO MEC PRESS	LDC	
CHECK AND ADJUST AIR PRESSURE CHECK TREAD DEPTH - WRITE UP A		LBS "TREAD DEPTH (INCLUDING	SPARE) DEPTH - L/E - D/E
	NT TIRE W/ LESS THAN 3/32	TREAD DEPTH (INCLUDING	UR R/R
ROTATE AND INSTALL WHEELS QUALITY CHECKS			UNNN
RECHECK OIL LEVEL			
CHECK OIL PAN DRAIN PLUG, ENSUI	RE THAT IT IS TIGHT		
CHECK OIL FILL, COOLANT, POWER	STEERING, AND WINDSHIEL		P
CHECK UNDERNEATH VEHICLE FOR		IND	
INSURE THAT LUGNUTS ARE TIGHTE	NED PROPERLY		
COMMENTS:			
TECHNICIAN		DATE	
TECHNICIAN (Write additional notes and recommend	ations on back of sheet)	DATE	



Trailer Service Inspection Form

VECTOR TRAILER	SERVICE
CUSTOMER: VIN/TAG: CUSTOMER: UNIT #: FACILITY: HOURS: DATE: DOT DUE DATE:	WORK ACCOMPLISHED CODES: □ = OK
TRAILER INSPECTION BODY CHECK MUD FLAPS BRAKE SYSTEM, SUSPENSION AND CHASSIS CHECK BRAKE LINING THICKNESS (RELEASE BRAKES) L. R. LR RR CHECK BRAKE CAMS, BUSHINGS, AND BRACKETS CHECK BRAKE DRUMS AND WHEEL SEALS ADJUST BRAKES IF EQUIPPED WITH MANUAL SLACK ADJUSTERS CHECK AIR TANKS, VALVES AND BRAKE CHAMBERS CHECK AIR SYSTEMS FOR LEAKS MEASURE BRAKE PUSH ROD STROKE IF EQUIPPED WITH AUTOMATIC SLACK ADJUSTERS WITH 90 PSI APPLIED L. R. LR. RR CHECK BRAKE APPLICATION AIR LEAKS CHECK SPRING BRAKES AND DRAIN AIR TANKS GREASE BRAKE CAMS AND SLACK ADJUSTERS TIRES. WHEELS AND RIMS CHECK FOR CUTS, SEPARATIONS AND BULGES MEASURE TREAD DEPTH AND RECORD: SINGLE AXLES: LO/32 LI/32 RO/32 RI/32 TANDEM AXLES: LFO/32 LRO/32 RRI/32 CHECK TIRE AIR PRESSURE AND RECORD: SINGLE AXLES: LO LI RO RI/32 CHECK TIRE AIR PRESSURE AND RECORD: SINGLE AXLES: LO LI RO RI/32 CHECK TIRE AIR PRESSURE AND RECORD: SINGLE AXLES: LO LI RO RI/32 CHECK TIRE AIR PRESSURE AND RECORD: SINGLE AXLES: LO LI RO RI/32 CHECK TIRE AIR PRESSURE AND RECORD: SINGLE AXLES: LO LI RO RI/32 CHECK TIRE AIR PRESSURE AND RECORD: SINGLE AXLES: LO LI RO RI/32 CHECK TIRE AIR PRESSURE AND RECORD: SINGLE AXLES: LO LI RO RI/32 CHECK TIRE AIR PRESSURE AND RECORD: SINGLE AXLES: LO LI RO RI/32 CHECK WHEELS AND RIMS CHECK WHARES: LFO LRO RRO LRO RRO LEI RI AIR ALL TIRES TO CUSTOMER'S SPECS PSI CHECK WHARES: LFO LRO RRO RRO RRO RRO RRO RRO RRO RRO R	COMPREHENSIVE TRAILER SERVICE (Performed ONLY If Directed By VehiCare Manager) BODY CHECK SKID PLATE, KING PIN AND UPPER COUPLER ASSEMBLY CHECK ALL SAFETY PLACARDS CHECK ILC BUMPER, STEPS AND GRAB HANDLES CHECK ICC BUMPER, STEPS AND GRAB HANDLES CHECK INCENSE PLATE AND REGISTRATION BOX CHECK FRONT, REAR AND SIDES CHECK INTERIOR FLOOR, SIDES AND TOP FOR TRAILERS WITH ROLLUP DOOR - DO NEXT 5 TASKS CHECK DOOR PANELS, HINGES AND ROLLERS CHECK DOOR LATCH, HANDLE AND OPERATOR CHECK DOOR LATCH, HANDLE AND STRAP LUBE HINGES, ROLLERS, TRACKS, OPERATOR AND LATCH CHECK TOP, SIDE AND BOTTOM DOOR SEALS FOR TRAILERS WITH SWINGING DOORS - DO NEXT 3 TASKS CHECK SWING DOOR PANELS AND SEALS CHECK HINGES, LOCKING RODS AND LATCHES LUBE HINGES AND LATCHES TIRES, WHEELS AND RIMS CHECK FOR LOOSE WHEEL BEARINGS (requires jack) TORQUE WHEEL FASTENERS BRAKE SYSTEM, SUSPENSION AND CHASSIS CHECK GLAD HANDS AND RUBBER WASHERS (FRONT AND REAR) CHECK SLIDER RAILS, LATCHES AND PINS SPRAY LUBE SLIDER PINS AND PIVOT POINTS CHECK U-BOLTS AND SPRINGS IF AIR SUSPENSION - DO NEXT 2 TASKS CHECK AIR LEVELING VALVE INSPECT SHOCK ABSORBERS AND MOUNTS CHECK RADIUS RODS CHECK RADIUS RODS CHECK RADIUS RODS CHECK RADIUS RODS CHECK RADIUS RODS CHECK RADIUS RODS CHECK RADIUS RODS CHECK RADIUS RODS CHECK RADIUS RODS CHECK RADIUS RODS CHECK RADIUS RODS CHECK RADIUS RODS CHECK RADIUS RODS CHECK RADIUS RODS
TECHNICIAN SIGNATURE:	DATE:



Police Patrol Units - VFM can provide a drive up "Quick PM A" service for the Police Patrol units with a turnaround time of 40 minutes if scheduled as appointment.

VECTAR Fleet Management MaintenanceDur One Mission
POLICE DIVISION (By Appointment) PM-A SERVICE (Rev 1-2020) Initial next to each area completed if not applicable mark N/A If needs repairs mark with an X and notate at repairs needed section
Vahiala on the ground (Initial Cheek)
Vehicle on the ground (Initial Check)
Perform visual body inspection
State inspection is due on / (Advise supervisor if state is due within 30 days)
Install PM sticker Reset oil life
Check seat condition and report if torn
Check all seat belts, Inspect for locking properly and report any frays or tears
Check fire extinguisher (Replace if in the red on separate non target work order)
Test OEM hom
Check gauges for indicators (Ex: Tire light, ABS, Check engine)
Check all wiper blades and sprayers
Test emergency brake
Verify back up alarm operation
Verify reverse camera and/or back up sensor operation
Check all emergency, OEM lighting, and reflectors .make sure spot light functions while rotating
Hybrid vehicles check hybrid battery filter in the trunk
Under the hood inspection
Under the hood inspection Check engine oil level; then change oil and filter
Check engine oil level; then change oil and filter
Check engine oil level; then change oil and filter Check power steering fluid
Check engine oil level; then change oil and filter Check power steering fluid Check brake fluid
Check engine oil level; then change oil and filter Check power steering fluid Check brake fluid Check the coolantlevel,color, and quality.
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Check power steering fluid Check brake fluid Check the coolantlevel,color, and quality. Document coolant freeze point boiling point Check washer fluid Check all belts and hoses, secure and wrap hoses as needed Check for any fluid leaks Turn on the engine and check for noises Check motor mounts Check transmission fluid then shut off the engine Check air filter Check air filter Check the battery terminals and cables. Clean off any corrosion Perform battery test. Attach printout to the PM list. Vehicle on the lift Chassis and Suspension Check underneath vehicle for fluid leaks PD Crown Victorias verify the fire panel is secured and has no damage. (If damaged replace on a separate non target Check that all four lower cross member bolts are torqued to spec, then all top cross member nuts must be torqued to On PD Tahoe's verify the control arm bolts are tight. Spec is 129 ft. lbs. If loose replace nuts with OEM parts in all cas Inspect chassis and suspension, grease all fittings if applicable
Check power steering fluid Check brake fluid Check the coolantlevel,color, and quality. Document coolant freeze point boiling point Check washer fluid Check all belts and hoses, secure and wrap hoses as needed Check for any fluid leaks Turn on the engine and check for noises Check motor mounts Check transmission fluid then shut off the engine Check air filter Check the battery terminals and cables. Clean off any corrosion Perform battery test. Attach printout to the PM list. Vehicle on the lift Chassis and Suspension Check underneath vehicle for fluid leaks PD Crown Victorias verify the fire panel is secured and has no damage.(If damaged replace on a separate non target Check that all four lower cross member bolts are torqued to spec, then all top cross member nuts must be torqued to On PD Tahoe's verify the control arm bolts are tight. Spec is 129 ft. lbs.If loose replace nuts with OEM parts in all cas Inspect chassis and suspension, grease all fittings if applicable Check play at all wheels
Check power steering fluid Check brake fluid Check the coolantlevel,color, and quality. Document coolant freeze point boiling point Check washer fluid Check all belts and hoses, secure and wrap hoses as needed Check for any fluid leaks Turn on the engine and check for noises Check motor mounts Check transmission fluid then shut off the engine Check air filter Check air filter Check the battery terminals and cables. Clean off any corrosion Perform battery test. Attach printout to the PM list. Vehicle on the lift Chassis and Suspension Check underneath vehicle for fluid leaks PD Crown Victorias verify the fire panel is secured and has no damage. (If damaged replace on a separate non target Check that all four lower cross member bolts are torqued to spec, then all top cross member nuts must be torqued to On PD Tahoe's verify the control arm bolts are tight. Spec is 129 ft. lbs. If loose replace nuts with OEM parts in all cas Inspect chassis and suspension, grease all fittings if applicable



Quick PM A cont'd

			ess (If you cannot	tell pull the	wheels)			
LF	/mm	RF_	/mm					
LF	/mm	RR_	/mm					
			res, sidewall dama		unusual wear	pattern, and	crossfire issue	
	_ Forque all VVI	neel lug n	uts to OEM specif	cation				
Do	cument the ti	re depth	in 32nds at its lo	west point:				
Ė			TREAD PSI	4	TREAD PSI FRONT			
				TREAD PSI				
	Installed va	lve stem	n caps					
Do			d during PM Se	rvice				
				uality Contro				
			Supervisor or ap	pointed qual	ity controlle	<u>r document</u>		
	Review work	order ste	ps and all repairs h	ave been com	pleted			
			lprints or grease st	ains from serv	ice			
	_ Verify all core							
_	_ Verify scrap i	s in the s	scrap bin, all trash i	is in the trash	can, bay is cl	eaned, floor o	dry is put up & file	rs disposed of
	_ verify all pap	er work n	as been turned in a	ina keys retur	nea			
Re	port any findi	ng:						
	•							
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Tec	chnician Signa	ature: _					D	ate:
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Ins	pectors Signa	iture: _					Da	nte:



2.8 Vehicle Safety, Emissions, and Other Inspections

Inspect and test vehicles and power-operated equipment on an annual basis in accordance with Federal and State laws. State Vehicle Safety and Emission Inspections tests shall be performed by VFM Yearly or Bi Yearly by properly authorized and trained mechanic(s).

2.9 Repairs to Vehicles and Equipment

2.9.1 Repair Service Timelines

VFM understands that as budgets become more and more constrained, every vehicle becomes more critical for the County to perform its mission of providing services. We understand that excessive down-time for service is not acceptable. Scheduled repairs will be started on the day scheduled.

- All customers are provided an estimated completion time for repairs.
- VFM will notify the County if a repair estimate will exceed 24 hours.
- Work will begin within 15 minutes of arrival for scheduled service and the customers elects to wait in shop until services are completed.





2.9.2 Repair Limitations

Estimated repairs that exceed \$1,500 for light duty and \$3,000 for heavy duty will be reviewed by VFM to determine the cost effectiveness of repairing and be specifically approved by the County. If replacement is recommended, we will notify the County in writing. Repairs on such equipment will be deferred until a decision is made by the liaison or their designee to proceed.

2.10 Quick Fix

VFM will provide a Quick Fix function for minor repairs of less than a one-hour duration when the vehicle operator chooses to wait for service. Vehicles repaired under Quick Fix will be moved to top priority. Some examples of Quick Fix repairs are: headlight replacement, battery replacement, tire repairs, lighting repairs, fluid replenishment and windshield wiper service.

PMs will not be conducted as a Quick Fix function. If there is a systemic problem with unusual oil consumption or loss between scheduled PM servicing the vehicle needs to be diagnosed by our technicians to determine the source of the loss and repairs completed as soon as possible. Field expedient service will not be performed to patch a vehicle problem to get it back on the road. We may jump start a dead battery to get it attached to a tow vehicle or moved to a road shoulder. All other failures will be towed to the facility unless a complete fix can be done at the site where the vehicle is stranded.

- VFM will provide operator training for required daily/weekly/monthly field maintenance of assets.
- VFM will provide appointments for quick fix and routine repairs.
- VFM will provide for a 40 minute PM-A service for light fleet



2.11 Tire Services



VFM will provide complete tire service through our close relationship with Michelin, Goodyear and all major and medium OEM tire companies through their National Account Programs as well as our national wholesale distribution network providers. This will allow the County a complete and three tiered approach to tire management and achieving the lowest tire operating cost.

Our National Account partners will support VFM and the County through every phase of start-up, implementation and of course, the everyday aspect of managing and reducing tire cost.

Working with National Account Partners, we know a lower tire operating system cost is the goal for the County.

VFM will provide complete tire service through our close relationship with Michelin and Goodyear, through their National Account Programs as well as our national wholesale distribution network providers. This will allow the County a complete and three tiered approach to tire management and achieving the lowest tire operating cost. Our National Account partners will support VFM and the County through every phase of start-up, implementation and of course, the everyday aspect of managing and reducing tire cost. Working with National Account Partners, we know a lower tire operating system cost is the goal for the County.

Through our National Account Programs, VFM will provide:

- Casing Management Program
- Monthly Tire Audit and Survey
- Tire Yard Checks
- Procurement though our National Account Programs

VFM's Tire Management and Tracking Program (TMTP) is already in place and active with our other Government National Accounts. This is a robust and proven program, which provides strong data driven decisions that will help VFM develop and clear path for reduced tire cost for the County.

2.12 Warranty and Recall Work

All materials, parts, and workmanship furnished by VFM will be of high quality and free from defects and imperfections and meet all OEM standards and specifications. Further, VFM will pass through reimbursements to the Client for any manufacturer warranty coverage due.

2.12.1 Warranty and Recall Work

Weekly Warranty/Recall Report:

VFM will submit a weekly report to the County that fully describes the parts eligible and supplied, by line item and with costs assigned under the warranty provisions of this RFP.

2.13 Outside Repairs

VFM shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed economically in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house repairs. These outside repairs may include bodywork and painting, glass replacement, transmission sealing and repair, radiator work, and such other work that can be utilized at minimum cost to the County.



VFM's plan for outside repairs shall be periodically and informally reviewed by the County and VFM to ensure that the outside repair versus in-house repair decision remains justified. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of VFM. Subcontractor invoices will be accepted solely by VFM.

VFM shall be responsible for requiring that all approved subcontractors have the same liability coverage as VFM

2.14 Road Calls

VFM will provide emergency road service for the County. For equipment, which cannot be brought into the maintenance facility, we will provide mobile service 24/7 days a week emergency road service.

VFM will be responsible for dispatching the proper repair vehicle within 20 minutes of notification of the road call and be prepared with fully equipped service truck. VFM will provide number for roadside service to be monitored 24 hours a day 7 days a week. This complete program allows for overhead cost reduction of onsite personnel 24 hours per day.

VFM will have persons on call to expeditiously handle vehicle breakdowns. VFM will have towed any County owned vehicles requiring this service,



regardless of whether or not the cause is an authorized repair or another incident.

2.15 Towing/Transporting Vehicles

VFM will have persons on call to expeditiously handle vehicle breakdowns. VFM will tow any County-owned or leased vehicle requiring this service, regardless of whether or not the cause is an authorized repair or another incident. Towing services in response to a vehicle accident will be billed as a Non Target service.

2.16 Road Testing

VFM will conduct a road, or appropriate operations, test on all vehicles and equipment that have had safety related repairs or adjustments (e.g., brakes, steering, aerial lift, etc.). VFM will ensure the safety of these vehicles and equipment prior to returning to service. VFM's employees will have the appropriate license for the type of vehicle under test. VFM and employees of VFM will follow all County policies and procedures regarding the operation of a County owned vehicles.

2.17 Welding and Fabrication

Welding and fabrication related to vehicle repairs will be an integral part of the service provided by VFM. Examples of this work include repairing refuse vehicles, backhoe/ loader buckets, etc. VFM will provide American Welding Society (AWS) certified welders to complete work on steel and aluminum. Additionally, VFM is willing to provide welding services in the Non-Targeted category. We agree that the County reserves the right to inspect and test the quality of VFMs welding services at any time.



2.18 Transit

A Transit and ADA Transit operation adds another element to a "typical" municipal fleet. This fleet is federally regulated, requires additional inspections, processes and procedures. VFM will help the County achieve a safe, reliable and cost effective fleet to service the residents of Rowan County.



Since 1988, VFM has been maintaining fleets for our clients, many of those fleet include a transit operation. Through years of experience, VFM has developed customized Transit Operating Procedures to assist our clients in running a safe, reliable and cost effective transit service.

VFM Transit Services will focus on the following:

- Daily Inspections
- Transit PM Program
- Annual/Federal Inspections
- Lift Maintenance and PM Program
- Interior and Exterior Cleaning
- Interior Disinfecting Service
- Tire Management and Tracking Program (TMTP)
- Yards Checks to catch tire wear/damage
- Reporting and records retention per FTA Guidelines.
- VFM employees will meet FTA guidelines for employment

As Rowan County has a fleet of Ford transit vehicles, VFM will be able to provide Dealership/OEM level of repair, warranty and parts pricing for these chassis. With VFM long standing OEM & Supplier relationship with Ford, this will add another "layer" of expedited services, lower parts cost and the ability to reduce outsourcing to a dealer. This allows VFM to control the cost, quality and time to repair each vehicle.





Transit PM Forms:

VECTAR Fleet Management MaintenanceOur One Mission Vector PM - Cut Away & Small Passenger Bus							
Unit #: Customer: DATE:							
Dept.: Location: Technician:							
Work accomplished codes : X = OK D = Defective L = Lubed NE = Not equipped NOTE: ALL DEFECTIVE NOTATIONS REQUIRE AN EXPLANATION IN THE COMMENTS SECTION							
EXTERNAL INSPECTION:							
Unit Overall Condition (Guards, handles and covers in place, obvious leaks, etc.)							
Condition and operation of doors (front and rear)							
Condition and operation of all safety devices							
Check all mirrors							
Condition of all external lighting(marker lights, etc.)							
Check air bag system for operation, leaks, etc.(if equipped)							
Condition of tire pressure							
Check for loose or missing body panel rivets							
Passenger Compartment:							
Air Filter for compartment. Replace filters as needed.	3						
Check compartment thermostat(if equipped)							
Check compartment condenser for plugging, dirt, etc.							
Check a/c and heat ducting for compartment.							
Check body to chassis mounting bolts							
Check interior compartment lighting							
Check wheel-chair lift							
Check compartment door seals and window operation							
Check seat belt operation and emergency exit door operation							
Check flooring is attached correctly							
ACCESSORIES:							
Check all switches for correct operation(lighting, AC & DC switches, etc)							
QUALITY CHECKS:							
Check and record heat and A/C vent temperature.							
Under Hood/Unit:							
Check battery - attached printout							
Change engine oil							
Change fuel filter (diesel units)							
Check washer fluid							
Check belts and hoses							
Check air filter							
Check Brakes Tires							
PAD Millimeters: L/FR/F DEPTH L/FR/F	l						
PAD Millimeters: L/R R/R inside L/R R/R							
outside UR R/R	l						
The state of the s	l						
Rotor Millimeters L/F R/F L/R R/R							
Comment:							



Annual Safety Inspection Form:



Annual Safety Inspection

Date of Inspection	Odometer Reading	VIN Number	FDOT Number	Year/Make/Model
Inspection Agency		Inspector's Name (Print)	Inspector's Sign	

Repairs

Item Inspected	OK	Required	Comments	
Horn				
Windshield Wipers				
Mirrors				
Batteries and Wiring				
Service and Parking Brakes				
Warning Devices				
Directional Signals				
Hazard Warning Signals				
Lighting System and Signaling Devices				
Handrails and Stanchions				
Standee and Warning				
Doors and Interlook Devices				
Stepwell and Flooring				
Emergency Exits				
Tires and Wheels				
Suspension System				
Steering System				
Exhaust System				
Seat Belts				
Safety Equipment				
Equipment for Transporting Wheelchairs				
Speedometer				

Note: Attach any repair order/invoice generated as a result of this inspection. Chapter 14-90,009 Bus Safety Inspections



2.19 Up-fitting

VFM has experience up-fitting police, fire, and support vehicle fleets. Our turn-key solutions are customized to meet or exceed your organization's specific needs, including the following:

- · Light Bars and Directional Light Sticks
- Interior and Exterior/Perimeter Warning Lights
- Sirens and Speakers
- Consoles
- Communication Equipment
- Computer and Mounts
- License Plate Readers
- Camera Systems
- Trunk Storage Boxes
- · Graphic Design and Installation
- Radar Systems
- Weapon Mounts
- Push Bumpers
- Prisoner Transport Seating and Partitions
- Custom Federal Signal Wire-Harness
- · Cabinets and lighting
- Boxes and storage/shelving

VFM services one of the largest police forces in the nation, Broward County Sheriff Department. VFM will have in-house trained technicians for all up-

fitting services for all departments. Our experience up fitting police fleets include marked patrol vehicles, K9 vehicles, undercover and prisoner transport buses. VFM will bring in our up-fitting trainers for on-site training of our technicians at Rowan County.



VFM has a direct purchasing agreement with all the top emergency equipment providers. This will allow VFM to pass our direct purchasing savings on to Rowan County. With an in-house up-fitting staff, and no "middle man" marking up the emergency equipment, Rowan County will experience a decrease in cost and on time new vehicle preparation and up-fitting.

2.20 Vehicle Safety, Emission Inspections

Inspect and test vehicles and power-operated equipment on an annual basis in accordance with Federal and State laws. State Vehicle Safety and Emission Inspections tests shall be performed by VFM Yearly or Bi Yearly by properly authorized and trained mechanic(s).

2.21 New Vehicle Acceptance

VFM will prepare all newly acquired vehicle and/or equipment for service. Preparation shall include: inspections, services as required, cleaning, rust proofing, decals/stripes, fabrication and installation of special equipment and hardware, coordination of radio installation, transfer of serviceable special equipment from the old unit and coordination/cost of radio/light installation. New equipment shall be the financial responsibility of the County. VFM may procure new equipment on behalf of the County as requested. Equipment will be prepared as listed above and delivered to user departments within five (5) working days after receipt of DMV tags and registration. VFM will work with the County's Fleet Manager for this process.













2.22 Vehicle Disposal

Vehicles to be sold by the County shall be prepared for disposal by VFM. Preparation will include removal of tags, decals and special equipment, and other paper work. VFM will adhere to County's asset disposal policies and regulations when a vehicle is sold. VFM will not cannibalize parts form vehicles taken out of service for sale nor cannibalize parts from County vehicles for use on other vehicles without prior written consent from the County or designee. Any parts used from a disposed vehicle will be reimbursed to the County at fair market value.

2.23 Waste Management

VFM will take all precautions and training for their employees to assure safe handling, processing, storage and removal of used fluids, non-hazardous and hazardous waste produced through normal garage operations.

Below is the outline of our Safety Plan:

VFM will maintain records on all hazardous chemicals and other hazardous waste. The records will contain the materials' origin, use, transportation, and ultimate distribution and disposal. All disposals will be in accordance with current County and Federal laws and EPA regulations. VFM will provide training and management for employees working with and handling hazardous material, in accordance with laws and EPA regulations.

CONTROL AND DISPOSAL OF SOLID WASTE AND CHEMICAL AND SANITARY WASTE - CONTAMINANT PREVENTION PLAN

Upon contract award and post workplace hazard analysis, Safety Data Sheets (SDS's) will be provided to the Code of Federal Regulation (COR) as well as kept on site. Nonhazardous waste disposal contractors will be identified and reported to the COR.

Reports will be made available per contract requirements of waste generated, diverted, and disposed of. The 3R (Reduce, Reuse, and Recycle) method will be considered when planning waste management strategies in an effort to decrease the impact of un-reclaimed waste on landfills, and decreasing the environmental carbon footprint of overall maintenance activities.

2.24 Inclement Weather Support



VFM will provide emergency road service for vehicles in the County fleet. For equipment which cannot be brought into the maintenance facility we will provide mobile service to perform repair, lubrication, and tire repair services.

VFM has 25 technicians able to deploy to Rowan County within 4 hours of an emergency situation. VFM has over 50 Technicians we can mobilize within a 12 hour period for emergency support to the County.

VFM will have persons on call to expeditiously handle vehicle breakdowns. VFM will tow any County-owned or leased vehicle requiring this service, regardless of whether or not the cause is an authorized repair or another incident. Towing services in response to a vehicle accident will be billed as a Non Target service.

With the full knowledge and authorization by the County, VFM will mobilize the maintenance facility and provide repair and maintenance services for the duration of emergencies. We will provide appropriate staffing levels to ensure continuous vehicle operational levels as determined by the County up to our maximum staffing levels.

We understand emergency circumstances may occur outside of normal hours of operation and may involve any number of employees, equipment and vehicles. VFM's costs incurred during emergencies that occur outside of normal hours of operation are not included in our Target Costs. Approved costs incurred will be billed to the County at our proposed Rate.



VFM will work with the County to develop a specific Emergency Plan that will go into effect in the event of an emergency. This plan will include staffing commitments, response times and a chain of contact. In addition to local, on-site personnel, the managers from our other VFM facilities will be part of the plan, if necessary.

We currently provide service to local governments whose services cannot remain interrupted for long without communities suffering serious consequences. Assisting with storm-related problems and mobilization are a regular occurrence in our business. Our managers and technicians understand the need for extraordinary efforts to meet the demands placed on our customers during emergencies. VFM will not leave the County unprotected in an emergency.

2.25 Parts and Inventory Management

VFM will furnish all parts, tires and supplies necessary to maintain and repair the vehicles and equipment within the County fleet.

VFM plans on bringing in a specially designed Conex Box with a secure door and locking system to secure store.

2.26 Procuring, Stocking and Disbursing Parts

VFM will furnish all parts, tires and supplies necessary to maintain and repair the vehicles and equipment in the County fleet represented by the provided Vehicle Listing. Parts will be OEM and/or meet OEM specifications for aftermarket parts.

We will obtain the County's approval for new product lines before they are introduced into the parts supply. Parts installed on vehicles and equipment's are identified by part number and cost on the maintenance work order.



VFM will track, submit for and recover all applicable parts warranties from both OEM and aftermarket suppliers. This information and associated alerts will be entered into the FMIS system.

VFM will source 90% of parts and supplies from local area of the County and Vendors.

VFM will utilize these sources below:

- Strategic Alliances with National Parts Chains
 - VFM has strong relationships with 2 National Parts Suppliers who have a total of 12 locations within 15 miles of the Rowan County Shop.
- Local Chains Kitting PM Parts offsite and delivering to shops Just-In-Time:
 - > VFM's national parts agreement includes Just-in-Time delivery of frequently used parts, such as PM Parts and Kits.
- Use of out of town Parts and Component Suppliers as second and third options:
 - VFM has a commitment to source over 90% of parts for the County contract from local Parts suppliers.
- Use of Non-Target Expedited Parts Order, Ship and Freight Options when directed by the County.
 - When instructed, VFM has the OEM and National Parts agreements in place to expedite Non-Target parts at the direction of the County.



2.27 Quality of Parts

VFM will provide parts that are OEM or OEM equivalent or quality aftermarket replacement from a reliable supplier. In cases where aftermarket parts exceed original manufacturer specifications, VFM will opt to provide the preferred parts. Lubricants, oils and other chemicals used on County vehicles and equipment will meet American Petroleum Institute specifications for the particular application. Any chemical additive will be suggested to the County for approval before it is used in a fleet asset. In all cases, the sourcing of High Quality parts drives sourcing decisions.

VFM understands rebuilt/remanufactured parts must conform to the manufacturer's reconditioning tolerances and only when advised by the County for use.

VFM possesses the experience to drive a high-value Parts Management program, taking full advantage of OEM relationships. Our experience provides vetted proven suppliers for Light, Medium and Heavy Duty parts. We require our core vendors to provide 24-hour online ordering capability.

2.28 Warranty Parts

VFM will track, submit for and recover all applicable parts warranties from both OEM and aftermarket suppliers. This information and associated alerts will be entered into the FMIS system.

Weekly Warranty Report

VFM will submit a weekly report to the County that fully describes the parts eligible and supplied, by line item and with costs assigned under the warranty provisions of this RFP.

Technical Service Bulletins

VFM will track, monitor and respond to all TCB for the County's fleet and address to these notifications immediately and through the direction of the OEM.

Recalls

VFM will track, monitor and respond to all vehicle/parts Recalls for the County's fleet and address to these notifications immediately and through the direction of the OEM.

2.29 Fueling Services

The WEX Fuel Card is a powerful, convenient payment solution, designed to meet the financial demands of your business—as well as those of your employees or independent contractors.

Consolidating transactions onto a single card gives you one data point to manage and control purchases and more.

- Truck stop /Terminal Fueling
- 24/7 Online & Mobile Card/Account Management
- 24/7 Customer Service
- Superior Financial Controls
- Seamless system integration with leading third-party software providers

Features:

Universal Acceptance



The WEX Fuel Card is accepted at more than 16,000 truck stop locations across North America.



Real-time Integration



No matter what software you rely on to run your business, WEX Fuel Cards seamlessly integrate directly with your existing systems providing greater visibility and control through a single user-defined interface.

Total Control



The WEX Fuel Card provides more security and control. Set purchase limits in real-time and customize at the individual card level. Distinct card prompts validate purchases before authorizing the fuel transaction.

- Best in class purchase and financial controls
- Better authorization controls
- Superior fraud prevention tools
- Driver/Vehicle customized reporting

Mobile Access



Control your fleet anywhere, anytime from your mobile device. The **EFS Carrier Control** app is an easy, reliable mobile control center to manage your WEX-EFS card program.

- 24/7 online and mobile card management access
- Monitor transactions and perform instant overrides
- Issue or void Money Codes in real time
- View rejected transactions for proactive behavior coaching
- Driver mobile smartphone access

2.30 Fleet Management Services

2.30.1 Vehicle Acquisition and Replacement Planning

VFM understands that the County may purchase or lease new vehicles through different sources. VFM can support and advise the County on all purchase/lease decisions based on our immense volume of fleet management data, from municipal and county fleets across the country.

If Rowan County chooses to lease vehicles, VFM is a maintenance partner with Enterprise Fleet Management. As such, we have the ability to document all services on Enterprise Lease Vehicles through the Enterprise FMIS called Auto Integrate.



We can perform the maintenance and documentation required for straight vehicle leasing or full-service maintenance leases. This will enable the County to:

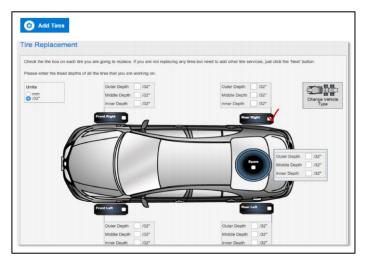
- Have all Enterprise Lease vehicles maintained in-house by Vector Fleet Management
- VFM can manage any lease vehicles that have a service contract with an outside vendor.
- All Enterprise Lease vehicles will have correct and timely maintenance data recorded in Auto Integrate, Enterprises Fleet Maintenance Software.
 - The County will be able to fulfil all maintenance contract requirements of your lease fleet, in-house.
- VFM can service PM, Repairs, Quick Fixes, Tires and accident claims all through our Enterprise Fleet Management Portal.
- Saving Time, Money and valuable County assets by having VFM service your Enterprise Lease Fleet.

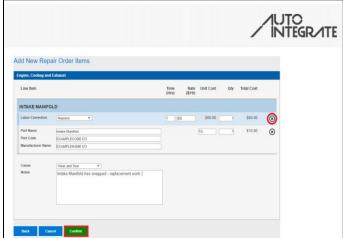
Our relationship with Enterprise allows VFM to maintain, repair and enter the needed data in the Enterprise system. This will save the County from sending these vehicles to an outside vendor and keep this maintenance in-house.



Coupled with the lifecycle cost data from our own FMIS, Enterprise Auto Integrate, and our over three decades of dedicated fleet maintenance, will ensure the County will maximize the benefit of the Enterprise Fleet Leasing Program.







2.30.2 Titles and Registration

VFM will prepare all newly acquired vehicle and/or equipment for service. Preparation shall include: inspections, services as required, cleaning, decals/stripes, fabrication and installation of special equipment and hardware, coordination of radio installation, transfer of serviceable special equipment from the old unit and coordination/cost of radio/light installation. New equipment shall be the financial responsibility of the County. VFM may procure new equipment on behalf of the County as requested. Equipment will be prepared as listed above and delivered to user departments within five (5) working days after receipt of DMV tags and registration. VFM will work with the County's Fleet Manager for this process.

2.30.3 Investigations and Audits

VFM will support the County, when requested, by providing technical advice to the County in investigations related to the County fleet. Such investigations may involve accidents, fire, or other issues of a technical nature.

2.31 Quality Assurance Program

2.31.1 Fleet Availability

VFM will stress the importance of having as many County vehicles as possible operational at all time since vehicles down prevent County mission accomplishment." We will promote vehicle availability by:

- Scheduling repair work and preventive maintenance when a vehicle is not normally required to be in service.
- Employing only highly skilled and trained technicians.
- Providing our technicians with the latest in diagnostic technology and training to facilitate accurate "first-look" diagnosis of any problems so that they may be corrected in the shortest possible time
- Ensuring that all necessary parts are ordered and available before the vehicle is removed from service for repairs.



- Anticipating component replacement needs by examining repair history and replacing any such components when the vehicle is in the shop for scheduled work to avoid random breakdowns.
- Ensuring that shop equipment is available and operational through periodic preventive maintenance and inspections.
- Tracking vehicle downtime on every repair order so that fleet downtime can be tracked on formal reports.
- Applying the same repair schedule completion requirements to our subcontractors as for work done inhouse.

2.31.2 PM Program Compliance

An extensive preventive maintenance program customized to the County's fleet specifications and administrator requests for the highest vehicle security and accessibility, improve customer service and decrease vehicle operating costs.

2.31.3 Maintenance and Repair Performance

At VFM, we are acutely aware that all repairs must be performed in a timely manner so that vehicles can be returned to service in the shortest possible time. VFM will strive to place vehicles back in service without the need for any disruptive return visits. This means accurate diagnosis and repair of the problem the first time which can only be achieved by applying quality workmanship.

When our personnel, through regular work review, quality control surveillance, or customer compliant discover non-complaint work, we will document that work on the appropriate Inspection Checklist and report it to our General Manager who is the designated on site Quality Control Manager.

If a discrepancy requires further corrective action or identifies a need for a change in procedures, the General Manager will coordinate with the appropriate shop supervisor or work leader to correct the discrepancy as required, increase the inspection frequency as needed, and develop and recommend any required changes to procedures.

The following approach will be used to correct the work:

- Correct discrepancy on the spot, if possible
- Initiate corrective action
- Assign a suspense date for correction, and forward a report to the Director of Operations for Follow up.
- Report outstanding discrepancies to the Director of Operations and V.P. of Operations on a weekly basis.

Work discovered by the County personnel as non-compliant will be corrected. To prevent recurrence of discrepancies, non-compliant work be evaluated by the General Manager to determine if it should be incorporated into that functional area's self-inspection criteria or included on an existing Quality Control Checklist. The General Manager will also conduct trend analysis of non-compliant item to prevent development into more significant problems.



2.31.4 Law Enforcement Experience

By selecting Vector Fleet Management, Rowan County will bring decades and thousands of law enforcement vehicle experience to your fleet maintenance program.

	Law Enforcement Experience											
Gover	nment Entity Name	Period of Service	Enforcement Fleet Size									
	Broward County Sheriff, FL	Since 2016	3300 Law Enforcement Units									
	Ector County Sheriff, TX	Since 2013	300 Law Enforcement Units									
CARROLLTON	City of Carrollton, TX	Since 2018	103 Law Enforcement Units 617 Total Units									
	City of Coconut Creek. FL	Since 2018	160 Law Enforcement Units 557 Total Units									
ADDISON	Addison County, TX	Since 2018	189 Law Enforcement Units									
BIG SPRING	City of Big Spring, TX	Since 2013	254 Law Enforcement Units									
	Midland County Sheriff, TX	Since 2013	325 Law Enforcement Units									
	Newberry County, SC	Since 2009	85 Law Enforcement Units 300 Total Units									
	City of Covington, KY	Since 2021	Parts Management 125 Law Enforcement/930 Total Units									
	Hernando County, FL	Since 2021	Parts Management 70 Law Enforcement/602 Total Units									
CINCINNATI	City of Cincinnati, OH	Since 2021	Parts Management 745 Law Enforcement/3800 Total Units									

2.31.5 Parts Availability

We realize that having a sufficient and fleet-specific parts inventory on hand minimizes the time required to perform repairs and services. The availability of quality replacement parts is critical to maintaining a high incommission rate for fleet vehicles – especially when unscheduled repairs or breakdowns occur on specialized vehicles, such as police vehicles.

VFM has teamed with major national parts distributors and local jobbers in an effort to minimize vehicle down time due to unavailability of parts on this contract. We will employ the following measures to guard against delays in repairs due to "stock-outs":

- Use our FMIS, TMT to facilitate parts receipt/issue control, reordering, reporting and warranty tracking.
- Check repair schedules daily to ensure that all required parts for future scheduled services are in-stock.
 If not, we will either expedite delivery of the part(s) or reschedule the service. We will also check "on-order" parts daily and expedite delivery if necessary.
- Analyze our parts usage monthly to establish which parts should be stocked and in what quantities to meet historical demand.
- Use ONLY parts that meet or exceed OEM specifications.
- Take advantage of high-volume discounts and pass applicable cost savings on to the Department.



- Use "consigned stock" procedures for items such as tires and batteries to ensure fresh stock without the expense of stocking spare parts and materials which tie up working capital.
- Monitor Delayed Repair Orders that are "Awaiting Parts" status.

2.31.6 Vehicle Safety and Reliability

We recognize that vehicle safety and reliability is the foremost responsibility of any fleet owner. These are even more critical issues for a maintenance contractor since our actions can directly impact the safe and effective operation of your fleet as well as the well-being of all Department employees. VFM will establish the following operating procedures:

- Whenever a vehicle is in the shop for service (excluding PM services), our technicians will perform a complete Safety Inspection.
- Whenever a vehicle receives a safety-related repair or adjustment, our technicians will perform a road test to ensure that the repairs/ adjustment have corrected the problem.
- We will utilize experienced and trained technicians in the performance of all vehicle inspections and repairs. As required, certain repairs and inspections (such as aerial lifts) will be accomplished by duly licensed and certified individuals.
- We will maintain current records on every manufacturer's recalls, technical service bulletins, and safety bulletins to ensure that all affected vehicles are corrected to meet manufacturer's standards.
- Any user notice/complaints regarding safety items will be grounds for removing the vehicle from service so that immediate repairs can be affected. Such safety-related repairs will receive top priority.

2.31.7 Recall Compliance

We will maintain current records on every manufacturer's recalls, technical service bulletins, and safety bulletins to ensure that all affected vehicles are corrected to meet manufacturer's standards.

2.31.8 Customer Service

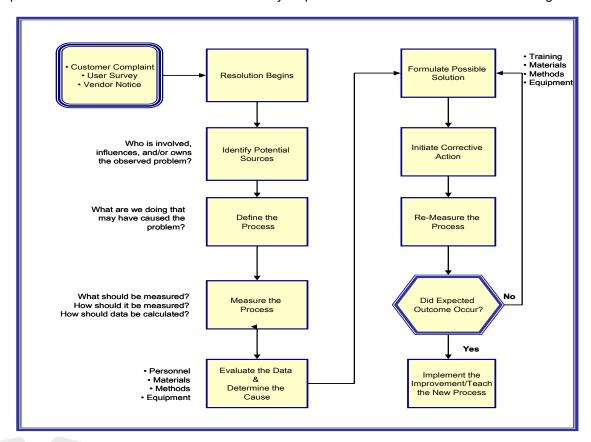
A major concern in the contracting out of service delivery is the assurance of performance on the part of the contractor. VFM guarantees the quality of our work. We are able to offer this guarantee because of the importance of quality to our corporate efforts at every location we provide service.

Quality Assurance will be an essential aspect of our maintenance and repair efforts. Our experience in service delivery has indicated that Quality Assurance must be more than a formalized system for sampling and inspecting work. Quality Assurance must be part of the work ethic at every level: Service Manager, Technicians, and Corporate Management.

Our onsite Site Manager will be responsible for data collection and the implementation of our formal quality control program. The program will parallel the Performance Standards agreed upon with the County. The Site Manager will be responsible for scheduling inspections of samples of completed and in-progress service work, documentation, and reports.



Quality Improvement Process VFM doesn't just correct a problem and move on but instead we make sure the problem is resolved. VFM takes the necessary steps to ensure the situation will not occur again.



2.32 Non Target Services

We will manage repair timeliness, payment of invoices and inspect the quality of repairs. Third-party invoices for accident repairs will be considered a Non-Contract service and will be paid VFM and re-billed to the County at our cost, without markup.

- Accident Repairs Processing and repairs are the joint responsibility of the Contract Manager, or their
 designee; Department Head; Purchasing Agent, Risk Manager and Proposer. This joint effort will be
 chaired by the County. Insurance settlement proceeds would be paid directly to the County. Accident
 repairs are not included in the target cost provided.
- Vehicle Damage Refers to any physical damage to a County vehicle resulting from vandalism, theft, Acts of God, abuse, misuse, work damage, or unreported accidents.
- Vehicle Prep For Service Disposal VFM will prepare all newly acquired vehicle and/or equipment for service. Preparation shall include: inspections, services as required, cleaning, rust proofing, decals/stripes, fabrication and installation of special equipment and hardware, coordination of radio installation, transfer of serviceable special equipment from the old unit and coordination/cost of radio/light installation. New equipment shall be the financial responsibility of the County. VFM may procure new equipment on behalf of the County as requested. Equipment will be prepared as listed above and delivered to user departments within five (5) working days after receipt of DMV tags and registration. VFM will work with the County's Fleet Manager for this process.



Vehicles to be sold by the County shall be prepared for disposal by VFM. Preparation will include removal of tags, decals and special equipment, and other paper work. VFM will adhere to County's asset disposal policies and regulations when a vehicle is sold. VFM will not cannibalize parts form vehicles taken out of service for sale nor cannibalize parts from County vehicles for use on other vehicles without prior written consent from the County or designee. Any parts used from a disposed vehicle will be reimbursed to the County at fair market value.

- Vehicle Refurbishment VFM will bill all Capital Improvements of vehicle assets as non-target services. This services are to include all installations of accessories and equipment, re-allocation of equipment from decommissioned equipment to newly acquired or used equipment, as well as complete refurbishment of a vehicle instead of replacement.
- Extended Life Repairs Life Cycle Criteria will be subject to shared liability for maintenance and repair
 services during the course of the contract year. However, VFM will only be ultimately responsible for
 the cost of labor, parts, and subcontracted services up to a per-unit deductible equal to the unit's
 assigned VEU's multiplied by the Contractor's Target cost for labor, parts, and vendor services per
 VEU.
- Excluded Vehicles In some instances where the County decides to temporarily waive the vehicle
 turnaround time and daily fleet availability performance standards. This would include confiscated
 vehicles, grant vehicles, and small engine equipment. VFM will require written notification and details
 of the equipment that will be excluded.
- **Directed Work & Technical Advice** The County may direct VFM to perform additional tasks related to the proper management and upkeep of the fleet. If additional tasks are required, VFM will receive a written task order detailing the tasks to perform. VFM will submit a proposal to perform the specified tasks on a Targeted price basis that itemizes the direct labor, parts, sub-contracted services, and materials. The County will accept or reject the proposal. If accepted, VFM will perform such assignments in accordance with an agreed schedule.

2.33 Performance Standards

VFM is fully aware that the County relies on vehicles and equipment to provide it services, and the availability and reliability of the fleet is of the essence. With this in mind, VFM will meet the performance standards outlined below during the term of the agreement. Our Fleet Management Team will utilize our TMT software as well as a comprehensive set of performance measures and targets to determine the success in complying with the term of their contract with the County. A monthly report will be provided for designated County personnel.

VFM has established quality of service standards for vehicle and equipment maintenance. These standards will correlate with a system of contract deductions for failing to meet these standards. Using our fleet management system, we will calculate actual performance against standards on a monthly basis and provide a summary report, including any incentives due or deductions to be assessed, to the Facilities and Fleet Management Team. Performance Standards and corresponding penalties will take effect after initial six (6) month contract transition period.

2.33.1 Vehicles Exempted by the County

In instances where the County decides that it would be in the County's best interest to temporarily waive vehicle turnaround time and daily fleet availability performance standards for all or selected vehicles, the County will provide VFM written notification of this decision including specification of the time period for which these standards will be relaxed.



2.33.2 Monthly Vehicle Turnaround Time Standards

Turnaround time is the amount of clock time a vehicle is out of service for maintenance and repair. Clock time begins when a vehicle is brought to the shop or a request for road service is received, and ends when services are completed and the customer has been contacted. Not included in the calculation of turnaround time are County directed services, time spent waiting for approval to proceed with unit repairs, units awaiting specialty parts, acts of God, or services performed on units specifically excluded by the County.

2.33.3 Daily Fleet Availability Standards

As follows VFM will maintain minimum daily rates of fleet availability by vehicle class:

- Cars and Light Duty Trucks 95%
- Law Enforcement Vehicles 95%
- Special Transportation Vans 88%
- Medium and Heavy Trucks 88%

2.33.4 Preventive Maintenance Program Compliance Standards

VFM will achieve a PM compliance rate of 95% and 100% statutory inspection schedules. Vehicles will be considered late if they do not receive inspection before either the calendar due date or before they exceed intervals. PM no shows will be excluded from the performance standard calculation.

2.33.5 Rework

All Materials, parts, and workmanship furnished by VFM will be of high quality and free from defects and imperfection. They will also meet all OEM standards and specifications. Notwithstanding these requirements, VFM will track and identify multiple repairs for the same deficiency in the same vehicle (rework) and shall not bill the County for any rework that occurs within the following periods:

- Engine and Transmission Overhauls 12 months or 12,000 miles
- All Other Working 90 days or 4,500

VFM will not exceed 1% incidents of rework in any single month (measured by number of repair tasks and not number of repair work orders.) Reworks will not be charged to the County.





2.33.6 Performance and Incentives

VFM understands that the County will not institute a systems of incentives and penalties to this contract for the first year of operations. VFM has performance incentives for the County's consideration. <u>Regardless of point calculations</u>, the maximum incentive the contractor can receive in any one contract year will be \$25,000 and the maximum penalty will be \$50,000. VFM propose these to begin after initial 6 month transition period.

PERFORMANCE STANDARDS

Service Category	Frequency	Measure	Standard	Below Standard	Above Standard Incentive	lue Per	Below S	tandard				
,	,			Penalty		 Point	Score	Points	Score	Points	Score	Points
Availability	Daily	Mission Critical	95%-97%	-1 pt/ -%pt	+ 1 pts/ +% pt (Max 3 pts)	\$ 50.00	93%	(2)	96%	-	98%	3
	Daily	Non-Mission Critical	91%-96%	5pt/ -% pt	+ .5 pt/ +% pt (Max 4 pts)	\$ 50.00	88%	(3)	94%	-	97%	1
Target Turnaround	Monthly	<= 24 Hours	80%	-1 pt/ -%pt	+ 1 pts/ +% pt (Max 10 pts)	\$ 50.00	76%	(4)	80%		81%	1
	Monthly	<= 48 Hours	90%	-1 pt/ -%pt	+ 1 pts/ +% pt (Max 10 pts)	\$ 50.00	87%	(3)	90%	-	93%	3
	Monthly	<= 72 Hours	95%	-1 pt/ -%pt	+ 1 pts/ +% pt (Max 5 pts)	\$ 50.00	92%	(1)	95%	-	96%	1
PM Compliance	Monthly	Unsatisfactory	<65%	-20 pts		\$ 50.00	60%	(20)				
	Monthly	Poor	65%	-10 pts		\$ 50.00						
	Monthly	Expected	75%	o	0	\$ 50.00			79%	-		
	Monthly	Good	85%		+ 10 pts	\$ 50.00					87%	10
	Monthly	Excellent	95%		+ 20 pts	\$ 50.00						
Rework	Monthly	Expected	<1% of Work Tasks		+ 10 pts	\$ 50.00			1%	_	1%	10
	Monthly	Unsatisfactory	>1%of Work Tasks	-5 pts/ % pt	·	\$ 50.00	3%	(15)				
Non-Target Turnaround	Monthly	<= 24 Hours	25%	-1 pt/ -% pt	+ pt/ +% pt (Max 15 pts)	\$ 50.00	20%	(5)	25%		40%	15
-	Monthly	<= 72 Hours	50%	-1pt/ +% pt	+ pt/ +% pt (Max 15 pts)	\$ 50.00	40%	(4)	50%	-	65%	5
	Monthly	<= 144 Hours	75%	-1 pt/ -% pt	+ pt/ +% pt (Max 20 pts)	\$ 50.00	60%	(6)	75%	-	85%	10

2.34 Contract Management and Operations

2.34.1 Contractor Project Manager

Rowan County - County Fleet Maintenance

Professional Summary

Responsible Fleet Manager with a strong foundation overseeing the maintenance and repair on company vehicles. An enthusiastic professional knowledgeable in OSHA and other government regulatory requirements. Seeking a new opportunity with a great organization.

Skills

Operations and logistics	Profit maximization techniques
Vehicle maintenance	Training and education
Government regulations	Effective communication
PTASP	Quality management systems knowledge
Public Safety Audits	Fixed and On Demand Ridership Growth
 LTL knowledge 	Proficient in MS Office
Certified Man-lift Operator	DOT regulations
Deadline-driven	Purchasing
OSHA requirements knowledge	Budget Management
Team development	■ Forecasting



Work Experience

12/2010 - Present

General Fleet Manager / Vector Fleet Management, LLC

- Responsible for scheduling and prioritizing job duties in order to drive productivity.
- Working successfully with Government Liaison to develop a true Public-Private Partnership
- 100% Pull out efficiency throughout my GM tenure
- Maintain 500+ units including, pick-up trucks, large trucks, cranes, loaders, dozers, excavators.
- Track fleet and equipment data for preventative maintenance and service through fleet maintenance software.
- Maintain safety record with no incidents.
- Conduct business with outside contractors and businesses for parts and vehicle repair.
- Inspected vehicles and requested maintenance tasks be completed within specific timeframes.

03/2005-12/2010

Assistant General Manager- Public Transit System, Northern Kentucky

Served as Assistant General Manager, managing the internal operations and external affairs of a public transit system that provides over three million passenger trips per year with 275 employees and a \$25 million operating budget.

- Oversee the daily operation of the system and assisted senior management team.
- · Maintain working relationships with all funding partners at the local, state and federal level.
- Manage all local, state and federal legislative initiatives and affairs.
- Develop and maintain short-term and long-term funding and operational plans for the agency.
- Work with private developers, employers, employees, and business owners to provide transit services that help meet the needs of the Northern Kentucky community.

05/1998 - 03/2005

Division Fleet Manager / Caterpillar

- Managed 5-8 Technicians to repair a variety of equipment including dozers, loaders, graders and link belt cranes. This included, but was not limited to, complete undercarriages, repacking of hydraulic cylinders, low power issues, no starts and any other customer concerns
- Established clear and consistent policies and procedures.
- Controlled costs by streamlining operations and reducing waste.
- Informed supervisors when machines needed major service.
- Provided outstanding customer service.

Education

Trades and Personal Services, Automotive Mechanics 1992



Certifications

- ASE Master Technician Med / Heavy Trucks
- ASE Master Technician Automotive Maintenance and Light Repair
- ASE Certified Service Consultant
- EVT Certified Fire rescue
- Participated in Federal Public Safety Guidelines per the FTA and PTASP
- IMACA Certification -- Air Conditioning Service MACS Certification -- Air Conditioning Service
- Certificate Advanced Equipment, Fleet and Shop Management
- Certificate Master Diagnostics
- Certificate HVAC & Cooling Service Training
- Certificate SMITH System defensive driving

2.34.2 Selection of Personnel

All Employees will meet or exceed the minimum experience and education requirements set forth in the RFP for their respective positions. VFM's hiring policies and provisions are addressed in succeeding paragraphs.

All VFM personnel throughout the country participate in the Drug-Free Work Place, a program that has been implemented at the District. All prospective candidates will be required to complete a physical and will be medically certified that they are free of communicable diseases, and pass a drug screening. In addition, VFM will conduct a thorough background check on each prospective candidate, while also verifying employment history and education. Under no circumstances will any prospective candidate be hired before the successful completion of the pre-employment screening process.

2.34.3 Changes in Personnel

VFM will agree not to change the General Manager without prior consultations with the County, except when VFM's General Manager is subject to dismissal for criminal activity or documented violation of company policies.

Otherwise, the County will approve the timing of the change, and the specific individual who will replace the incumbent General Manager. Any proposed changes to the VFM General Manager will include a transition plan.

The County reserves the right to request the dismissal of any VFM employee by the District whose performance or actions are detrimental to achieving the objectives set forth in this RFP.

The County may also require that VFM remove from the job, at no additional cost to the County, employees who endanger persons or property, are disruptive to the workforce, or whose continued employment under this contract is inconsistent with the requirements of the contract and/or interests of safety or security at any County site.



2.34.4 Uniforms & Appearance

All VFM employees will maintain a professional appearance and will wear uniforms that include VFM and employee's names in a visible location and a legible color and style.

2.34.5 Employee Training and Certification Program

VFM maintains an in-house technical training program. Our program includes maintenance, diagnostics and repair of equipment, as well as chemical and physical safety programs.

National standards for training programs are developed by VFM's maintenance staff and are implemented throughout VFM locations and vendor facilities. Training at individual locations can be tailored to meet the specific needs of that location and the fleets they serve. Using a combination of in-house training, supplier/vendor training and outside training centers, VFM will provide the training specifically needed to maintain the County fleet.



VFM's training programs are among the most rigorous in the industry. These are Automotive Service Excellence (ASE) and Original Equipment Manufacturer (OEM) equivalent level training and certification programs. It is our goal that every technician at every level is able to perform at a high level of proficiency. Throughout their careers, technicians' job performance is continuously evaluated. Our various fleet maintenance management information systems collect quality information on every job performed at a VFM shop and identifies the technician performing the service. For example, VFM tracks the amount of time it takes the technician to complete a job and whether the vehicle experiences a failure between PMs or rework of repairs is required. The weekly and monthly service reports are reviewed by shop supervisors and service managers who, when a technician's performance does not meet quality standards, can mentor and provide one-on-one training or refer the technician to a remedial training class.

The VFM training program was developed to provide the skills and vehicle-specific knowledge that a technician needs to be successful at each level of his/her career. VFM's technical training includes hands-on practicums and supervised on-the-job experience. Not only do our curricula ensure that technicians have the skills needed to perform their daily tasks, but it also prepares them for the next step in their career.

Our training is distributed among in-house training programs that focus on VFM maintenance systems and procedures, manufacturers' (OEMs) training programs for specific vehicle systems and equipment, and build towards ASE accreditation.

Each type of training offers specific advantages to the technician. VFM trainers provide training at our corporate offices and throughout the country. They teach technicians the proper use of our fleet maintenance management information systems and provide leadership and management training to new supervisors and managers. During these training sessions technicians have the added benefit of interacting with other VFM technicians and sharing experiences and best practices among themselves.

2.34.6 Vector Fleet Management Certified Technician Program

VFM is now maintaining an on-line certified technician program (VTI training database). Our program includes maintenance, diagnostics and repair of equipment, as well as chemical and physical safety programs. These rigorous training programs are ASE and OEM Certified Equivalent and are required of all Vector Technicians and Site Managers.

The **Vector Fleet Certified Technician Program** – **Base Level** has 18 courses (25+ hours of training). Current Technicians will have 12 months to complete all courses. New technicians will have 6 months to complete all courses.

The online Training Program covers the core systems of:

- Air Conditioning Basics
- Air Conditioning Diagnostics
- Drivability
- Engine Performance
- Starting and Charging Diagnostics
- Lift Safety
- Oils and Fluids
- Alignment Geometry
- Preventive Maintenance Servicing
- Automotive Cooling Systems
- ABS & Stability Control Systems
- Drivetrains
- Electrical Systems
- Fuel Systems













After the courses are complete, and verified by the corporate administrator, the technician will be awarded a certificate of completion, special compensation and a certified technician patch for their VFM uniform. After this point, additional Advanced Level Training courses can be assigned for potential additional compensation. The Advanced levels will include Light Duty and Med/Heavy Duty Certification.

The Advanced Levels include:

Light Duty

- Advanced Chrysler Diagnostics
- A/C Best Recommended Practices
- Future Power Advanced Technologies in Batteries, Starting & Charging Systems
- Advanced Scan Tool Testing Strategies
- Beyond Pattern Failures
- 609 Certification Training
- Fuel System Diagnostic Starting Point

Med/Heavy Duty

- Diesel Exhaust After-treatment
- The Mystery of Diesel Fuel Injectors
- Diesel No Start Diagnostics
- Lubrication & Filtration Technologies
- · Testing and Diagnosing Turbo Charging Systems
- Electronic Communication & Diagnostics for Diesel Trucks
- In Vehicle Battery/Starter/Alternator Diagnostics

- Focus of Ford
- EVAP Diagnostics
- Enhanced Stability Systems
- Practical TPMS Service
- Diagnostic Strategies: Air Induction
- In Vehicle Battery/Starter/ Alternator Diagnostics
- Diagnostic Strategies: Fuel Delivery
- Diagnostic Strategies: Ignition & Misfires
- Steering Clear of Undercar Misdiagnosis
- Diesel Tips & Tricks
- Controller Area Networks
- 609 Certification Training
- Cummins Generations
- Parasitic Current Draw
- Testing Electrical Circuits & Meter Usage
- Sprinter Diesel Diagnostic Update
- Sprinter Diesel Diagnostics

After the entire team has completed the **Base Level Vector Certified Training** program, the shop will receive a Vector Shop Certification Package. This will assure the County that all maintenance and repair services are performed at a very high level of competency and equivalent to any ASE programs.



2.35 Record Keeping and Reporting

2.35.1 Information Systems Requirements

The ability to generate and share reports is key to managing your fleet and measuring the quality, cost and productivity results. VFM utilize a fleet maintenance management system which enables us to leverage our experience in servicing vehicles, developing optimal preventive maintenance schedules, and managing and distributing large inventories. VFM will own, install, implement and maintain all hardware and software necessary to operate our transferable fleet maintenance management system.

VFM utilizes TMT Fleet Maintenance developed by TMW Systems of Durham, NC. TMT is a sophisticated maintenance management system designed to integrate seamlessly into many accounting systems.

Features include vehicle history reporting, preventive maintenance scheduling and integrated customer billing. VFM uses industry standard coding to track work performed on the customer's fleet. VFM can provide reports to the customer as desired.

2.35.2 Fleet Inventory and Maintenance Records

Upon consideration, VFM's management system supports customization modules and additional ad hoc reporting capabilities. VFM uses our fleet maintenance management system to schedule, track, and monitor all PM and repair activity. With its electronic database, our technicians can see the PM and repair history of each vehicle at the time of service, which enables us to spot recurring or related problems.



In addition to organizing and prioritizing fleet maintenance and repairs, the system records data on every technician, repair and PM to monitor quality and timeliness. VFM uses the data it collects in a number of ways — to maintain productivity levels, to identify training areas for individuals and to evaluate tooling levels.

Each VFM Service Repair Order (SRO) recaps the following information:

- Vehicle number
- All labor costs
- All parts used for the repair
- Any warranty claim that was filed
- Complete description of the work performed

VFM maintains both hard copy and electronic records on fleet maintenance and repairs.

The system also maintains the following data and information:

- Work orders
- Assets and equipment
- Technician productivity and performance
- Inspection of assets and equipment
- Issue of stock or parts inventory
- Vendors and suppliers
- Fleet assets
- · Preventive maintenance scheduling

All electronic data stored in our fleet maintenance management system will be owned by the County and made available to the County Fleet Manager at any time during the contract. Online read-only access to our fleet maintenance management system will be provided to the County's Contract Manager and other designated personnel.

The fleet maintenance management software and hardware is not proprietary to VFM.

At the end of or termination of the contract all of the VFM's software and the County data shall be, at the option of the County, one hundred percent (100%) transferable to the County for continued use and become the property of the County. Any one-time transferable costs and any ongoing costs will be the responsibility of the County. If the County chooses not to transfer the use of the FMIS to the County shall provide all of the County owned data on an electronic disk and provide reasonable assistance to the County in uploading this data to a new FMIS.

On the following pages we have included the following for your review:

- A high level view of our FMIS system component structure
- Detailed definition of reports which are available
- Several sample screen shots of available reports

Our FMIS will, at the very minimum, deliver on the specifications provided as directed by the County to include:

- a. Work orders and status
- b. Labor and parts costs
- c. Parts usage and inventory
- d. Individual vehicle operating histories, e.g. mileage, run hours, etc.
- e. An individual vehicle maintenance history, e.g. PM's accomplished vs. scheduled, repairs completed, etc.
- f. Warranty work completed and warranty recovery records



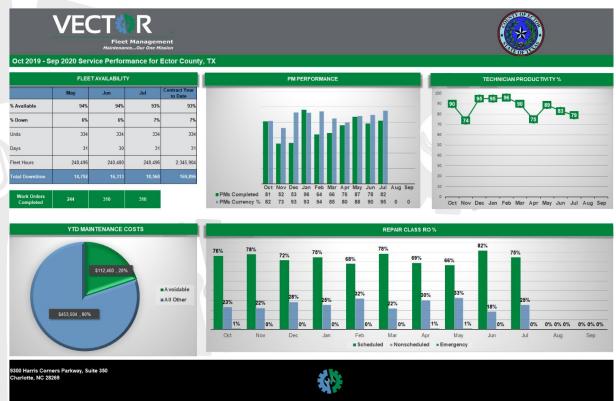
VFM's FMIS has the capability to manage all activities via automated work orders. Work orders shall capture and record, at a minimum, the information described below:

- a. All work orders will possess a unique work order number
- b. Each work order must include a valid unit identification number and license number
- c. Each work order must have an odometer (or hour meter) reading
- d. Each work order must have a maintenance type code (e.g. 1 schedule, 2 non-scheduled, 3 road call, 4 PM
- e. Each work order covering outside services must have an outside vendor identification code
- f. Each Preventive Maintenance activity must have a PM code (A,C)
- g. Each work order must have a opened date/time
- h. Each work order must have a closed date/time
- i. Each work order must have a work cause code (e.g. 1-normal wear, 2 PM, 3 Abuse, etc.)
- j. Each work order must have a minimum of 50 characters of work description
- k. Technician name or identifier
- I. Each work order must have a labor hours breakdown
- m. Each work order must have part(s), number(s), quantity and cost
- n. Each work order must have a Department/Cost Center identifier
- o. Example: PM Due Report (Customer Report sent weekly via e-mail)

Example of a *Fleet Dashboard* report:

Vector Fleet Management will track:

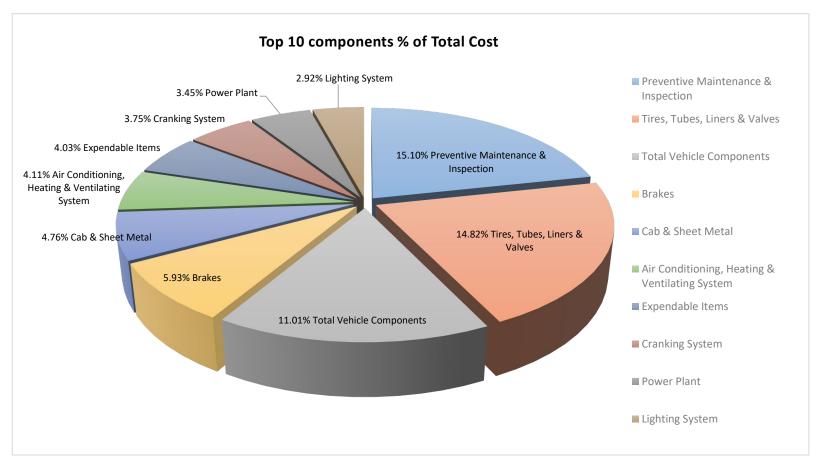
- PM Compliance
- Unit Availability
- Tech Productivity
- Avoidable Costs
- Scheduled vs. Nonscheduled
- Other KPI's





Unit Component Cost Reports YTD (Examples)

Summary	Report							053	Expendable Items	0.005	304.79	17,165.77	9,086.92	222.16	26,474.85	4.03%
J	topoit	Cost Per	Labor	Labor	Part	Services	Total	054	Horns & Mountings & Reverse Signal Alarms	0.000	12.85	723.72	238.02	0.00	961.74	0.15%
Code	System Description	Unit Util	Hours	Cost	Cost	Cost		% of Total Cost	Cargo Handling, Restraints, & Lift Systems	0.000	44.42	2,493.21	3,737.22	0.00	6,230.43	0.95%
000	Preventive Maintenance & Inspection	0.001	1,314.37	73,907.71	24,514.19	888.00	99,309.90	15 10% 056	Power Take-Off	0.000	7.61	428.60	739.56	0.00	1,168.16	0.18%
001	Air Conditioning, Heating & Ventilating System	0.000	353.08	19,863.60	7.167.45	0.00	27.031.05	4 4 4 9 0 5 7	Spare Wheel Mounting	0.000	0.60	32.81	0.00	0.00	32.81	0.00%
002	Cab & Sheet Metal	0.000	266.17	14.955.93	9.072.08	7.292.03	31.320.04	4.76% 063	Vehicle Coupling System	0.000	4.31	242.74	336.00	2,004.70	2,583.44	0.39%
003	Instruments, Gauges, Warning & Shutdown Devices, & Meters	0.001	220.58	12.418.55	343.81	1.793.42	14.555.78	2.21% 065	Satellite Communications System	0.000	23.42	1,319.03	0.00	0.00	1,319.03	0.20%
003	Aerodynamic Devices								Hydraulic Systems - Multi-function	0.001	12.67	711.57	7,754.41	0.00	8,465.98	1.29%
	, ,	0.000	0.00	0.00	2.32	0.00	2.32	0.00% 066	Scrapping	0.000	1.95	109.82	962.44	0.00	1,072.26	0.16%
011	Axles - Front	0.000	7.19	404.95	111.84	0.00	516.79	0.08% 067	Buckets	0.000	5.95	335.12	0.00	0.00	335.12	0.05%
013	Brakes	0.001	519.66	29,229.52	9,794.18	0.00	39,023.70	5.93% 068	Lifting / Unloading	0.000	4.02	226.40	0.00	0.00	226.40	0.03%
014	Frame Components	0.001	50.69	2,841.99	1,462.34	95.00	4,399.33	0.67% 071	Body	0.000	1.96	110.39	2,090.70	0.00	2,201.09	0.33%
015	Steering	0.001	110.03	6,189.02	2,382.36	0.00	8,571.38	1.30% 072	Rear Wall & Door	0.000	0.00	0.00	156.01	0.00	156.01	0.02%
016	Suspension	0.000	35.35	1,990.96	1,478.96	0.00	3,469.92	0.53% 077	Trailer Frame & Support	0.000	6.06	341.30	405.62	0.00	746.92	0.11%
017	Tires, Tubes, Liners & Valves	0.002	541.39	30,440.98	62,323.01	4,678.75	97,442.74	14.82% 078	Trim & Miscellaneous Hardware	0.000	0.95	53.50	188.65	0.00	242.15	0.04%
018	Wheels, Rims, Hubs & Bearings	0.000	116.13	6,537.09	4,888.86	293.25	11,719.20	1.78% 079	Trailer Safety Devices	0.000	0.00	0.00	254.02	0.00	254.02	0.04%
019	Automatic/manual Chassis Lubricator	0.000	0.00	0.00	71.90	0.00	71.90	0.01% 082	Mechanical Refrigeration Unit - (MRU)	0.000	1.30	73.22	4,374.72	0.00	4,447.94	
021	Axles - Driven, Front Steering	0.000	6.13	345.24	52.23	0.00	397.47	0.06% 097	Pump - Product Transfer	0.000	0.00 13.70	0.00	27.16	0.00	27.16	0.00%
022	Axles - Driven, Rear	0.000	7.41	417.34	340.18	0.00	757.52	0.12% 098	Valves & Controls - Bulk Product Transfer Systems Safety Devices, Instruments & Gauges			769.93	477.72	0.00	1,247.65	0.19%
023	Clutch System	0.000	39.14	2.204.37	1.366.99	0.00	3,571.36	0.54% 111	Undercarriage	0.000	2.09	117.71	0.00 382.17	0.00	117.71	0.02%
024	Drive Shafts	0.001	72.26	3.992.97	174.21	0.00	4,167.18	0.63% 151	Auxiliary Power Unit (apu)	0.000	21.67	1,220.46	382.17 519.46	0.00 300.97	1,602.63	0.24%
025	Transfer Case	0.000	4.93	277.66	968.27	0.00	1.245.93	0.19% 153	Stationary Generator	0.000	1.23	69.27	27.84	0.00	97.11	0.01%
026	Transmission - Main. Manual	0.002	108.98	6.134.77	3.124.45	519.70	9.778.92	1.49% 161	Sweeping	0.000	16.93	953.52	0.00	0.00	953.52	0.14%
027	Transmission - Automatic	0.002	97.15	5.470.19	2.216.33	0.00	7.686.52	1 17% 162	Spreading	0.000	5.67	319.33	96.88	350.00	766.21	0.12%
028								0.04% 163	Chipping	0.000	4.50	253.45	0.00	0.00	253.45	0.04%
	Auxiliary Transmission	0.000	1.40	78.85	189.80	0.00	268.65	0.04% 163	Vacuuming	0.000	1.64	92.36	0.00	0.00	92.36	0.01%
029	Auxiliary Section - Main Transmission, Manual	0.000	0.00	0.00	39.71	0.00	39.71		Trenching	0.000	4.18	235.37	0.00	0.00	235.37	0.04%
031	Charging System	0.000	51.49	2,893.89	1,957.61	0.00	4,851.50			0.001	126.58	7.110.89	1.974.11	0.00	9,085.00	1.38%
032	Cranking System	0.001	265.72	14,924.76	9,767.50	0.00	24,692.26	3.75%	Mixers	0.000	0.00	0.00	548.85	0.00	548.85	0.08%
033	Ignition System	0.001	76.11	4,275.66	678.26	0.00	4,953.92	0.7 0 76	0	0.000	1.02	57.45	0.00	0.00	57.45	0.00%
034	Lighting System	0.001	283.57	15,920.99	3,150.04	160.00	19,231.03	2.92%	Till Badisa	0.000	14.13	795.81	0.00	0.00	795.81	0.12%
037	Modules/relays - Electrical	0.000	9.80	549.81	0.00	0.00	549.81	0.08%	Bus Body	0.000	2.65	149.26	759.70	0.00	908.96	0.14%
041	Air Intake System	0.000	26.14	1,472.20	732.36	0.00	2,204.56	0.34% 193	Belt Conveyor System	0.000	12.79	720.35	821.53	0.00	1.541.88	0.23%
042	Cooling System	0.001	163.65	9,193.09	5,748.34	1,837.74	16,779.17	2.55% 267	Drilling and Boring System	0.000	0.00	0.00	628.85	0.00	628.85	0.10%
043	Exhaust System	0.001	130.02	7,322.78	4,517.51	823.90	12,664.19	1.93% 269	Dust and Debris Collecting	0.000	0.00	0.00	1.304.80	0.00	1.304.80	0.20%
044	Fuel System	0.001	142.04	7.998.41	3.901.59	0.00	11.900.00	1.81% 361	Air Compressor System	0.000	40.74	2.279.25	0.00	0.00	2,279.25	0.35%
045	Power Plant	0.003	260.74	14.600.46	7.554.28	510.50	22.665.24	3.45% 364	Paving	0.000	34.96	1.953.64	0.00	0.00	1.953.64	0.30%
046	Electric Propulsion System	0.000	3.45	194.31	0.00	0.00	194.31	0.03% 365	Painting & Spraying	0.001	73.60	4.145.22	182.60	0.00	4.327.82	0.66%
048	Power Train - Hybrid	0.000	0.00	0.00	7.99	0.00	7.99	0.00% 366	Sawing	0.000	0.07	3.95	0.00	0.00	3.95	0.00%
051	General Accessories	0.000	1.85	103.98	1.628.83	0.00	1.732.81	0.26% 999	Total Vehicle Components	0.001	1,285.28	72,248.99	162.21	0.00	72,411.20	11.01%
052	Electrical Accessories	0.000	170.33	9.591.22	0.00	0.00	9.591.22	1.46%	Average:		98,41	\$5,532,32	\$2,726,86	\$282.73	\$8,541,91	
052	Electrical Accessories	0.000	170.33	9,591.22	0.00	0.00	9,591.22	1.40%	Grand Total:	0.238	7,577.78	\$425,988.77	\$209,967.95	\$21,770.12	\$657,726.84	





Daily Fleet Status Report

VFM Downtime Report will be communicated daily from our Project Manager to the County's Contract Manager. This report will be pushed to the County personnel daily and is available on the County's access portal of our FMIS.

VECTIPR Daily Downtime Report									
		Management re Our One Mission			3/30/202	21		Where Co.	nnections Happen
Date In	Days Down	Department	Unit ID	Service Description	Repeat Repair Work	Warranty Work	Status	Comments/Notes	Estimated Completion
2/16/2021	29	Fire	3058	accident			Awaiting Parts	repairing gear box and other damage	4/1/2021
3/9/2021	15	Water	9207	pm, load bank test			Awaiting Technician	pm done, 3rd party to come out and do load bank test 3/26/2021. Issue with the motor had to stop test. Cat to come on site to address motor issue.	
3/18/2021	7	Police	2198	dies wile driving			In Progress	diagnosing	3/31/2021
3/19/2021	7	Police	2419	rides rough			Awaiting Technician	will replace the motor	4/1/2021
3/19/2021	7	Fire	3063	pm			In Progress	returned from metrofire, doing pm	3/31/2021
3/24/2021	4	Police	2421	engine light on			Awaiting Technician	will continue diagnosing engine light	3/31/2021
3/24/2021	4	Drainage	7063	electrical issue with the dash lights			Awaiting Technician	Peterbilt out on 3/26 to diagnose. Peterbilt came out and needs to do further diganostics	4/1/2021
3/29/2021	1	Police	2405	motor issue			In Progress	replacing motor	3/31/2021
3/29/2021	1	Drainage	5066	will not start			In Progress	diagnosing and repairing	3/31/2021
3/30/2021		Traffic	5058	pm			In Progress	doing pm	3/31/2021
3/30/2021		Water	70014	pm and rattling noise			Awaiting Technician	will do pm and diagnose rattling noise	4/1/2021
3/30/2021		Police	20027	pm			In Progress	doing pm	3/30/2021
3RD PART	TY VENDO	R		Vendor				Reason for outsource	
1/20/2021	45	Drainage	7555	CAT Lewisville			At Vendor	Trading in on new unit	3/26/2021
3/25/2021	4	Fire	3065	Huffines Dodge			In Progress	diagnosing engine light	3/31/2021
COMPLET	ΓE			Completed					
2/12/2021	30	Water	7560	articulator out			Complete	Swapped bucket while wiaiting on new part	3/29/2021
3/29/2021		Police	20018	brake pedal issue			Complete	replaced all brake pads	3/30/2021
3/29/2021		Police	7577	broken hoses			Complete	Pirtek replaced hoses	3/30/2021
3/29/2021		Police	20009	radio is not working			Complete	replaced relay	3/30/2021
SANDY L	AKE				Sandy Lake				
3/24/2021 3/24/2021 3/29/2021	3 5 2	Parks Parks Parks	M-M233 9209 80033	broken belts tilt bed inop needs amber lights			complete Awaiting Parts In Progresws	replaced pulley and belts waiting on hydraulic pump installing ambers	3/29/2021 3/31/2021 3/31/2021



FMIS structure below:

Planning	Repair Orders	Execution	Inventory Mgmt	Warranty	Accounting	Mgmt Reports
PMIs	RO Creation	Mechanic Workstation	Purchasing	OEM	Disbursement Rules	Business Intelligence
Service Calls	Employee Assignment	Indirect and Direct Labor	Parts Requisition	Extended	Cost	Alerts
Recalls	Standard Times	Capture	Tire Inventory	Aftermarket	Allocations	Standard
Shop Planner	Repair History	Parts Request	Inventory	Claims Generation	Interface with Financials	Reports
	Chronic Repair Recognition	Mobile Repair	Control	Warranty Funds	General Ledger	Web-based Reports
	. tooogto		Bar Coding	Captured from Claims	Accounts Payable	Dash Board
					Accounts	KPIs
					Receivable	

Please find below, report definitions, for reports we believe are instrumental in managing a fleet of your size and diversity.

<u>Unit Cost of Ownership Report</u> The Report is based on years in service rather than calendar years. Lines in the "Cumulative" cost columns represent one year in the report. Lines add together annual cost up to and including the specific year and continue incrementing one line per year up to the current year. Each line item in the "Actual" cost columns only display costs for a single year.

<u>Unit down Time Analysis Reports the</u> Unit Downtime Analysis report provides a way to capture a unit's downtime and time out of service. The report tracks when a unit is out for repair. You can review how long the unit is out of service. The cost of each repair is also listed along with the total number of work orders for each unit. You can make the report specific and chart a unit's history and isolate continuing problems. The report can be run in a detailed format. This format lists each repair order and out of service time and downtime is calculated for each repair order. It can run in a summary format with just the total out of service and downtime displayed.

Note: Downtime is calculated from the Open Date to the Completed Date, by time stamp.

<u>Unit Component Cost Report</u> the Component Cost Report gives the Cost per Utilization, Labor Cost, Part Cost, Services Cost, and Total Cost for each component worked on during the selected date range. The percentage of the total for each component code is also listed. The report also has a Detail Report option. If selected the report shows charges by component code listed for each unit. If the Detail option is not selected, the report will run in summary mode with total cost for each component code.

<u>Unit Parts Usage Listing</u> This report allows you to identify every part used for a repair on a particular unit. It provides a detailed accounting of parts charged to units. The report will show part consumption, RO number, date, shop ID, quality and costs. The units listed on the report are based on the selection criteria given to each part and charged to a unit during a specific date range. To narrow the search criteria, a component code, part ID or minimum cost can be entered on the additional tab.

<u>Unit PM Due Report</u> This report provides a way to view a list of PM's currently due. This report uses the PM percentage setup in the vehicle profile to determine if a unit PM is due or a PM percentage entered on the report. It also uses any work shift listed on the shift tab of the unit master file. The report can be grouped by unit ID, shop ID, cost center, department, division, activity or unit type. The report can be run for all PM types, dependent, independent or a specific PM component code. The PM can be sorted by unit ID, percentage or due level.



<u>Unit Reason for Repair Analysis</u> This report provides a breakdown of shop costs and vendor costs by reason for repair. The report can be grouped by unit ID, shop ID, cost center, department, division, activity and unit type. If the report is not grouped by unit ID, the report can be run in detail or summary. The report will allow you to review all repairs performed and the reason for the repairs. It also shows the amount of money spent on repairs. Labor hour's vendor cost, service cost and part cost are listed separately, totaled and listed by RO.

Report Name

<u>Customer Cost Summary Reports</u> Description the Customer Cost Summary Report provides unit repair information by customer. Maintenance cost is displayed from the customer's perspective. For each customer, the data can be grouped by unit ID, shop ID, cost center, department, division, activity and unit type. The report reflects utilization type, cost per utilization, maintenance repair, and manage decision, outside influence, total maintenance, tire cost, total cost. Total meter, period utilization, repair orders, and utilization per RO. You may print or preview this report.

<u>Customer Unit Component Cost Summary Report</u> The Unit Component Cost Report provides an analysis of customer unit costs by cost center. This report is an invaluable tool for an at-a-glance analysis of the total cost per unit utilization by cost center. The report can be created for the primary utilization base or a specific meter type. The report can be sorted by cost center, labor cost, part cost, services cost, or total cost. You may graph the data, print or preview the report.

<u>Customer Unit Life Cycle Report</u> The Customer Unit Life Cycle Report provides a lifecycle report of customer unit costs. The repair cost will be based on the invoices generated for the unit. The unit will be reported by the customer assigned to the unit on the unit master.

<u>Vendor Purchases Report</u> The Vendor Purchase Report provides a way to view all vendor purchases and vendor repair orders entered in the system. The report is based on the vendor selection criteria. Vendors with multiple repairs are listed separately. The report can be sorted by vendor ID, vendor name and either repair orders, Purchase Order or both may be selected. Vendor RO/Repair Order dollars will not appear in the vendor total on the report when the report is run for order type = both. This prevents dollars from being doubled for that vendor for vendor ROs as the PO and RO total will be the exact same. The dollars will still be included in the report total.

2.36 Daily and Monthly Reports

The following minimum requirements for reporting and record-keeping will be in effect for the term of the contract. Proposers are asked to submit, as part of their proposals to County, any additional reporting methodologies they would recommend enacting in the best interest of County and the management of the County's fleet.

2.36.1 Records

- Provider Records. Upon prior notice by County, VFM will provide authorized County representative's
 access at all reasonable times to all electronic and hard data, books, records, correspondence,
 instructions, plans, drawings, receipts, vouchers, time cards, and memoranda, and will provide to
 County cost verification for work.
- Files and Procedures. VFM will maintain onsite, either electronically, hard copy, etc., a complete file of service manuals, parts manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet. These records become the property of the County at contract termination or conclusion. VFM will provide initial and update FMIS training County employees requiring access. VFM will maintain and update this FMIS connection for the County as required for the duration of the Agreement resulting from as direct by the County process. All records become the property of the County at contract termination or conclusion.



- Vehicle and Repair Order History. A hard copy vehicle history folder will be maintained on site by VFM for all maintenance and repair work done, including all contracted/commercial work. This folder will contain, by repair order number, all repair orders generated for the fleet. In addition, a folder will be kept for each vehicle and piece of equipment in the fleet which will contain hard copy documentation of the vehicle's make, model, year and serial number, warranty information, and invoice information. Some users may require, and the Provider must provide them with a copy of repair orders for their vehicles at the time that maintenance or repair work is completed.
 - These records will be maintained on-site for a period of one year after the vehicle is disposed of to conform to Federal DOT regulations.
- **FMIS Requirements** VFM will utilize our FMIS system to establish and maintain an electronic record keeping and reporting system for all services being provided. This will include records of all maintenance, repair and servicing activity performed on each vehicle.
 - a. <u>Weekly Report</u> VFM will generate a report summarizing the previous week's activities for delivery to County before noon each Friday. The exact content and format of the report will be determined by County but will include the current week's scheduled activities such as:
 - Vehicles scheduled for PM service
 - Vehicles scheduled for repair or other service
 - A listing of vehicles not delivered for a scheduled PM or other service (the listing will include the assignee's name, if known, and department)
 - Warranty/Recall status (as required)
 - A summary of suspected blatant user abuse
 - A summary of vehicles remaining out-of-service
 - A summary of new vehicle preparation activities
 - Number of completed work orders
 - Summary of vehicles not repaired pending authorization to repair from County
 - Fleet availability report.
- b. **Monthly Report** VFM will submit a monthly report to County on or before the 10th calendar day of the month following the reporting period. The report will summarize the month's work within the parameters defined by the daily report. In addition, the monthly report will include performance according to Performance Standards. A monthly safety report will also be submitted.
 - Failure/attainment in each performance area subject to reward/liquidated damages for that month and cumulative damages for that contract year.
 - Discovery or indication of abuse by the vehicle user in excess of normal wear and tear.
 - Number of shop orders.
 - Number of service calls.
 - Number of vehicle PMs scheduled/completed.
 - Downtime by category and in total.
 - Cumulative records of sub-contracted work.
 - Total labor hours expended.
 - Total parts cost.
 - Problem/accident summary
 - Total costs, by vehicle and department so that entire vehicle cost maybe billed by the County Accounting department back to the department that owns the unit.
 - Brief notes of relevant issues per VFM's manager on site



- c. **Quarterly Report** VFM will provide a consolidated quarterly management report to be delivered to the County on or before the 20th of each month. The report shall include, but not limited to:
 - Failure/attainment in each performance area subject to reward/liquidated damages for that month and cumulative damages for that contract year.
 - Costs for accidents and other items not included in contract costs.
 - Discovery or indication of abuse by the vehicle user in excess of normal wear and tear.
 - Downtime in total
 - Problem/Accident Summary
 - Non-Contractual Summary Report
- d. **Quarterly Performance Report** VFM will submit to County a written quarterly performance report that summarizes the quarter's activity in the format agreed upon by VFM and County. The quarterly performance report shall include quarterly data for those categories presented in the monthly reports, as well as any additional performance information VFM believes should be included.





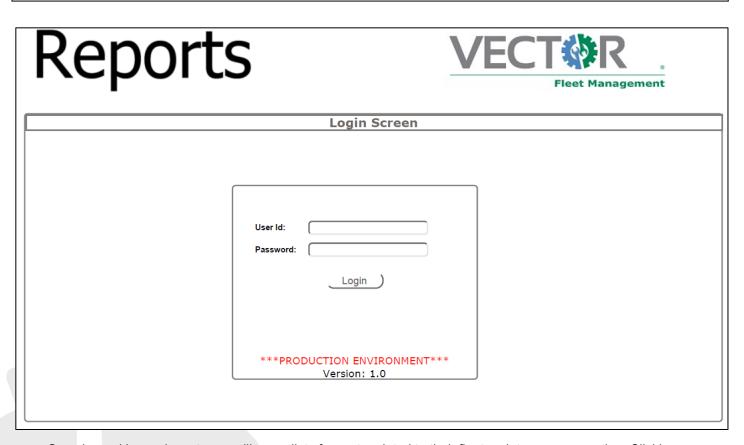
CUSTOMER REPORTS APPLICATION

Vector Fleet Management's Customer Reports Application offers a way for our customers to view fleet maintenance reports at their convenience. This is a web based application that can be accessed anytime and anywhere.



Example: Customer Log-In Screen

Each customer contact can have a unique login allowing them to access their reports. They will receive a consultation over the phone that includes creating their login, report set up based on their needs and a demo to familiarize them with the application.



Once logged in, each customer will see a list of reports related to their fleet maintenance operation. Clicking on the report will open the search criteria selection. Some examples include:

- Maintenance Cost per Mile
- Maintenance Cost per Unit
- Customer Cost Summary Report
- Open Repair Orders
- PMs Due
- Reason for Repair
- Repair Order Detail
- Unit Down Time Analysis
- Unit Inventory



VECT&R

Maintenance Cost Per Unit

City of Deerfield Beach, FL

Unit Number	Unit Description	Unit Category	Meter	Repair Reason	Date RO Opened	Date RO Closed	Unit Down Time - Hrs.	Labor Hrs	Labor Cost	Part Cost	Sublet Cost	Total Cost
# of RO's per l	Jnit: 1											
DFB5804	2016 Autocar ACX64 Roll-Off	ROLL-OFF	82,648.00	STATUS	09/23/21	10/01/21	200.20	0.00	\$0.00	\$0.00	\$0.00	\$0.00
DFB5804	2016 Autocar ACX64 Roll-Off	ROLL-OFF		DRIVERREPORT	09/23/21	10/01/21	0.00	25.59	\$1,491.12	\$681.89	\$0.00	\$2,173.01
							Unit Down Time Totals:	Labor Hour Totals:	Labor Cost Total:	Part Cost Total:	Sublet Cost Total:	Grand Total Cost:
							200.20	25.59	\$1,491.12	\$681.89	\$0.00	\$2,173.01
# of RO's per l	Jnit: 1											
DFB5815	2016 Mack LEU633 Side Loader	SIDE LOADER	27,105.00	STATUS	09/20/21	10/01/21	266.50	0.00	\$0.00	\$0.00	\$0.00	\$0.00
DFB5815	2016 Mack LEU633 Side Loader	SIDE LOADER		DRIVERREPORT	09/20/21	10/01/21	0.00	4.29	\$249.98	\$0.00	\$0.00	\$249.98
DFB5815	2016 Mack LEU633 Side Loader	SIDE LOADER		DRIVERREPORT	09/20/21	10/01/21	0.00	0.94	\$54.78	\$0.00	\$0.00	\$54.78
DFB5815	2016 Mack LEU633 Side Loader	SIDE LOADER		DRIVERREPORT	09/20/21	10/01/21	0.00	1.63	\$94.98	\$0.00	\$0.00	\$94.98
DFB5815	2016 Mack LEU633 Side Loader	SIDE LOADER		DRIVERREPORT	09/20/21	10/01/21	0.00	0.07	\$4.08	\$0.00	\$0.00	\$4.08
							Unit Down Time Totals:	Labor Hour Totals:	Labor Cost Total:	Part Cost Total:	Sublet Cost Total:	Grand Total Cost:
							266.50	6.93	\$403.82	\$0.00	\$0.00	\$403.82
# of RO's per U	Jnit: 1											
DFB5131	2014 Autocar ACX64 Front Loader	PACKER	29,238.00	STATUS	09/30/21	10/01/21	32.50	0.00	\$0.00	\$0.00	\$0.00	\$0.00
DFB5131	2014 Autocar ACX64 Front Loader	PACKER		DRIVERREPORT	09/30/21	10/01/21	0.00	14.03	\$817.53	\$0.00	\$0.00	\$817.53
							Unit Down Time Totals:	Labor Hour Totals:	Labor Cost Total:	Part Cost Total:	Sublet Cost Total:	Grand Total Cost:
							32.50	14.03	\$817.53	\$0.00	\$0.00	\$817.53
# of RO's per l	Jnit: 1											
DFB5110	2010 Autocar ACX64 Front Loader	PACKER	70,105.00	STATUS	09/29/21	10/01/21	51.20	0.00	\$0.00	\$0.00	\$0.00	\$0.00
DFB5110	2010 Autocar ACX64 Front Loader	PACKER		DRIVERREPORT	09/29/21	10/01/21	0.00	7.30	\$425.37	\$0.00	\$0.00	\$425.37
DFB5110	2010 Autocar ACX64 Front Loader	PACKER		DRIVERREPORT	09/29/21	10/01/21	0.00	0.05	\$2.91	\$43.62	\$0.00	\$46.53
DFB5110	2010 Autocar ACX64 Front Loader	PACKER		DRIVERREPORT	09/29/21	10/01/21	0.00	0.03	\$1.75	\$0.00	\$0.00	\$1.75
							Unit Down Time Totals:	Labor Hour Totals:	Labor Cost Total:	Part Cost Total:	Sublet Cost Total:	Grand Total Cost:
							51.20	7.38	\$430.03	\$43.62	\$0.00	\$473.65

VEC	T∯R
	Fleet Management

Customer Cost Summary Report

Date: 10/1/2021 to 10/31/2021

	tenanceOur One Mission			Date: 1	10/1/2021 to 1	0/31/2021							
Unit	Utilization Type	Cost Per Utilization (US\$)	Maint Repair (US\$)	Manage Decision (US\$)	Outside Influence (US\$)	Total Maint (US\$)	Tire Cost (US\$)	Tax/Fee Cost (US\$)	Total Cost (US\$)	Current Meter	Period Utilization	Repair Orders	Utilization Per R.O.
City of Deerfield B	each, FL												
DFB5804	ODOMETER	\$0.00	\$2,207.12	\$0.00	\$0.00	\$2,207.12	\$0.00	\$0.00	\$2,207.12	82,648	0	1	0
DFB5815	ODOMETER	\$0.00	\$153.83	\$0.00	\$0.00	\$153.83	\$249.98	\$0.00	\$403.81	27,105	0	1	0
DFB5131	HOUR METER	\$0.00	\$817.53	\$0.00	\$0.00	\$817.53	\$0.00	\$0.00	\$817.53	29,238	0	1	0
DFB5128	ODOMETER	\$0.00	\$87.77	\$0.00	\$0.00	\$87.77	\$0.00	\$0.00	\$87.77	54,541	0	1	0
DFB5110	ODOMETER	\$0.94	\$475.83	\$0.00	\$0.00	\$475.83	\$0.00	\$0.00	\$475.83	70,105	506	1	506
DFB5102	ODOMETER	\$0.00	\$155.58	\$0.00	\$0.00	\$155.58	\$0.00	\$0.00	\$155.58	91,465	0	2	0
DFB5152	ODOMETER	\$0.02	\$0.00	\$0.00	\$0.00	\$0.00	\$88.57	\$0.00	\$88.57	7,929	4,425	1	4,425
	Averages:	: 13.71%	\$556.81	\$0.00	\$0.00	\$556.81	\$48.36	\$0.00	\$605.17	51,862	704	1	704
	Grand Totals:	: \$0.96	\$3,897.66	\$0.00	\$0.00	\$3,897.66	\$338.55	\$0.00	\$4,236.21	363,031	4,931	8	4,931



Repair Order Detail

VECT	₽R			Rena	ir Order																		
Confidential	201 Hanagement mason_Our One Phonics		Start	-	21 End Date:																		
Repair Order	Invoice Number [Date Opened	Date Closed	Date Completed	Price Table St	upplemental / Govt Non-Target	Line Type Section Number	Part	Component Description	Section Comments	Line Description	Total Parts Issued	Labor Hours	Parts Cost	Cost Per Part	Parts Markup 0%	Labor Cost	Service Cost	Service Markup 0%	Total Maint	Tax Costs	Fees	Total Cost
DFB-00000229	DFB-00000192	09/20/2021	10/01/2021	10/01/2021	DEERFIELD BEACH	Target	Labor	2	Tire - Pneumatic	RIGHT FRONT TIRE NEEDS CHANGED	Tire - Pneumatic, MISSING, ADJUSTED	0	0.77	\$0.00		\$0.00	44.87	0.00	\$0.00	\$44.87	0.00	0.00	\$44.87
DFB-00000229	DFB-00000192	09/20/2021				Target	Labor	2			Tire - Pneumatic, LEAKING, REPLACED NEW	0	3.52	\$0.00		\$0.00	205.11	0.00	\$0.00	\$205.11	0.00	0.00	\$205.11
DFB-00000229	DFB-00000192	09/20/2021	10/01/2021	10/01/2021		Target	Labor	3	Vehicle Fluids, Lubricants, Gases, & Particulates	CHECK HYDRAULIC FLUID	Vehicle Fluids, Lubricants, Gases, & Particulates, WORN OUT, FILLED	0	0.77	\$0.00		\$0.00	44.87	0.00	\$0.00	\$44.87	0.00	0.00	\$44.87
DFB-00000229	DFB-00000192	09/20/2021				Target	Labor	3			Vehicle Fluids, Lubricants, Gases, & Particulates, WEAK, INSPECTED	0	0.17	\$0.00		\$0.00	9.91	0.00	\$0.00	\$9.91	0.00	0.00	\$9.91
DFB-00000229	DFB-00000192	09/20/2021	10/01/2021	10/01/2021		Target	Labor	4	Air Conditioning Assembly - Complete	AC NOT WORKING	Air Conditioning Assembly - Complete, LEAKING, RECHARGE	0	1.63	\$0.00		\$0.00	94.98	0.00	\$0.00	\$94.98	0.00	0.00	\$94.98
DFB-00000229	DFB-00000192	09/20/2021	10/01/2021	10/01/2021		Target	Labor	5	Cameras	CAMERAS NOT WORKING	Cameras, WORN OUT, DISASSEMBLE	0	0.07	\$0.00		\$0.00	4.08	0.00	\$0.00	\$4.08	0.00	0.00	\$4.08
Unit Totals													6.93	\$0.00		\$0.00	\$403.82	\$0.00	\$0.00	\$403.82	\$0.00	\$0.00	\$403.82
				Date	£.	upplemental / Govt	Section	n Part				Total Parts			Cost Per	Parts			Service				
Repair Order	Invoice Number	Date Opened	Date Closed	Completed	Price Table St	Non-Target	Line Type Numb	er	Component Description	Section Comments	Line Description	Issued	Labor Hours	Parts Cost	Part	Markup 0%	Labor Cost	Service Cost	Markup 0%	Total Maint	Tax Costs	Fees	Total Cost
DFB-00000239	DFB-00000193	09/23/2021	10/01/2021	10/01/2021	DEERFIELD BEACH	Target	Labor	2	Brakes	REAR REAR AXLE BRAKES NEED REPLACED	Brakes, WORN OUT	0	8.42	\$0.00		\$0.00	490.63	0.00	\$0.00	\$490.63	0.00	0.00	\$490.63
	DFB-00000193 DFB-00000193	09/23/2021				Target Target		2			Brakes Brakes	0	2.30 0.35	\$0.00 \$0.00		\$0.00 \$0.00	134.02 20.39	0.00	\$0.00 \$0.00	\$134.02 \$20.39	0.00	0.00	\$134.02 \$20.39
		09/23/2021				Target		2			Brakes	0		\$0.00		\$0.00	311.74	0.00	\$0.00	\$311.74	0.00	0.00	\$311.74
DFB-00000239						Target	Labor	2			Brakes	0	2.73	\$0.00		\$0.00	159.08	0.00	\$0.00	\$159.08	0.00	0.00	\$159.08
	DFB-00000193 DFB-00000193	09/23/2021				Target		2			Brakes	0		\$0.00 \$0.00		\$0.00	328.06	0.00	\$0.00 \$0.00	\$328.06	0.00	0.00	\$328.06
	DFB-00000193					Target Target		2			Brakes Brakes	0		\$0.00		\$0.00 \$0.00	15.73	0.00	\$0.00	\$15.73 \$1.17	0.00	0.00	\$15.73 \$1.17
	DFB-00000193					Target		2			Brakes, CRACKED, DISASSEMBLE	0	0.52	\$0.00		\$0.00	30.30	0.00	\$0.00	\$30.30	0.00	0.00	\$30.30
		09/23/2021				Target		2 CB4711QG			Hardware Kit, Brake Shoe	2		\$156.70		\$0.00	0.00	0.00	\$0.00	\$156.70	0.00	0.00	\$156.70
	DFB-00000193					Target		2 54229-018			Drum, Rear Brake	2	0.00	\$507.22		\$0.00	0.00	0.00	\$0.00	\$507.22	0.00	0.00	\$507.22
Unit Totals	DFB-00000193	09/23/2021				Target	Part	2 314001010			Coupling Devices	1	0.00 25.59	\$17.97 \$681.89	\$17.97	\$0.00 \$0.00	0.00 \$1,491.12	0.00 \$0.00	\$0.00 \$0.00	\$17.97 \$2,173.01	0.00 \$0.00	0.00 \$0.00	\$17.97 \$2,173.01
Olit Totals													25,59	\$081.89		\$0.00	\$1,491.12	\$0.00	\$0.00	\$2,173,01	\$0.00	\$0.00	\$2,173.01
Repair Order	Invoice Number	Date Opened	Date Closed	Date Completed	Price Table St	upplemental / Govt Non-Target	Line Type Section Number	n Part er	Component Description	Section Comments	Line Description	Total Parts Issued	Labor Hours	Parts Cost	Cost Per Part	Parts Markup 0%	Labor Cost	Service Cost	Service Markup 0%	Total Maint	Tax Costs	Fees	Total Cost
	DFB-00000191		10/01/2021	10/01/2021	DEERFIELD BEACH	Target	Labor	2	Cab Entry Assists	STEP OFFSIDE	Cab Entry Assists	0	4.85	\$0.00		\$0.00	282.61	0.00	\$0.00	\$282.61	0.00	0.00	\$282.61
DFB-00000260 DFB-00000260	DFB-00000191 DFB-00000191	09/29/2021				Target Target		2			Cab Entry Assists, BENT, FABRICATED Transmission Case FAKING INSPECTED	0		\$0.00 \$0.00		\$0.00	142.76 2.91	0.00	\$0.00	\$142.76 \$2.91	0.00	0.00	\$142.76 \$2.91
	DFB-00000191		10/01/2021	10/01/2021		Target	Part	3 84740XE	Transmission Case	TRANSMISSION LEAKING	Filter, Transmission Oil	1	0.00	\$43.62	\$43.62	\$0.00	0.00	0.00	\$0.00	\$43.62	0.00	0.00	\$43.62
DFB-00000260	DFB-00000191	09/29/2021	10/01/2021	10/01/2021		Target	Labor	4	Vehicle Fluids, Lubricants, Gases, & Particulates	TOP OFF FLUID	Vehicle Fluids, Lubricants, Gases, & Particulates, LOW FLUID, FILLED	0	0.03	\$0.00		\$0.00	1.75	0.00	\$0.00	\$1.75	0.00	0.00	\$1.75
Unit Totals													7.38	\$43.62		\$0.00	\$430.03	\$0.00	\$0.00	\$473.65	\$0.00	\$0.00	\$473.65
Repair Order	Invoice Number	Date Opened	Date Closed	Date Completed	Price Table St	upplemental / Govt Non-Target	Line Type Section Number	n Part er	Component Description	Section Comments	Line Description	Total Parts Issued	Labor Hours	Parts Cost	Cost Per Part	Parts Markup 0%	Labor Cost	Service Cost	Service Markup 0%	Total Maint	Tax Costs	Fees	Total Cost
DFB-00000262	DFB-00000194	09/30/2021	10/01/2021	10/01/2021	DEERFIELD BEACH	Target	Labor	2	Air Type Power Brakes	AIR LEAK AND BRAKE CHAMBER LOOSE	Air Type Power Brakes, LEAKING, REPLACED USE	0	3.63	\$0.00		\$0.00	211.52	0.00	\$0.00	\$211.52	0.00	0.00	\$211.52
DFB-00000262	DFB-00000194	09/30/2021				Target	Labor	2			Air Type Power Brakes, BENT, ADJUSTED	0	3.63	\$0.00		\$0.00	211.52	0.00	\$0.00	\$211.52	0.00	0.00	\$211.52
DFB-00000262	DFB-00000194	09/30/2021				Target	Labor	2			Air Type Power Brakes, BENT, ADJUSTED	0	4.27	\$0.00		\$0.00	248.81	0.00	\$0.00	\$248.81	0.00	0.00	\$248.81
	DFB-00000194					Target		2			Air Type Power Brakes, BENT, REPLACED NEW	0		\$0.00		\$0.00	145.68	0.00	\$0.00	\$145.68	0.00	0.00	\$145.68
Unit Totals	DFB-00000194	U9/30/2021				Target	Labor	2			Air Type Power Brakes, CRACKED, REPLACED NEW	0	0.00	\$0.00 \$0.00		\$0.00	0.00 \$817.53	0.00 \$0.00	\$0.00	\$0.00 \$817.53	0.00 \$0.00	0.00 \$0.00	\$0.00 \$817,53

2.36.2 Annual Meetings and Reports

On the first anniversary of the effective date (no less than 60 days of each contract year of the Agreement and every other anniversary date thereafter, VFM will submit to County a written annual report that summarizes the year's activity in the format agreed upon by VFM and the County. VFM will provide a statement indicating the solvency of the provider as part of the annual report. This may take the form of a standard issued certified corporate report or certified statement of VFM's financial condition.

2.37 Reference Files and Procedures

VFM will maintain onsite, either electronically, hard copy, etc., a complete file of service manuals, parts manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet. These records become the property of the County at contract termination or conclusion. VFM will maintain and update this FMIS connection for the County as required for the duration of the agreement, as directed by the Counties process. All records become the property of the County at contract termination or conclusion.

2.38 Access To and Ownership of Records

VFM will provide the County and their authorized representatives requested records, data, correspondence, instructions, plans, drawings, receipts, vouchers, time cards, and memoranda as well as cost verification for work.



3.0 Transition Plan

VFM understands the need for a smooth, effective and uninterrupted transition period.

Achieving a successful transition presents more challenges than any other aspect of forging a successful partnership. VFM is focused on making the transition experience as seamless as possible. In this effort, we possess the industry expertise and experience to ensure well-executed partnership transitions.

3.1 Service Transition Process

The objective of our detailed Transition Plan is to ensure that VFM will be able to assume responsibility for the County fleet management and maintenance under sixty (60) days of contract execution, or notice to proceed. This Transition Plan represents our approach to maintaining a high level of service quality to the County addressing the important issues that accompany a change in service delivery. Our Transition Plan includes the following key considerations:

- Deploying our dedicated and experienced Start-up Team from Charlotte. NC.
- Establishing communication with key personnel from Rowan County
- Parts inventory and vendor/subcontract management transition
- Facility and shop equipment inspection/pre-existing deficiency report
- Employee hiring, orientation, and training
- Fleet Management Information System install and training
- Vehicle repair and preventive maintenance transition
- Fleet assessment

We have organized our plan chronologically, to reflect the timing of the transition, as it will most likely occur. Of course, there may be adjustments to the schedule presented here to adapt to your changing needs. A detailed timeline of events that will take place during this important transition is presented at the end of this section.

3.2 Local Start-up Team Composition

We have established our transition staffing plan based on our understanding of the order of events and the personnel necessary to complete them. The actual personnel and staffing positions may vary from those presented here to reflect the evolving needs of such an important service delivery transition.

The primary VFM team leader will be Craig Moran, Transition Manager in conjunction with Steve Benedict Director of Government Operations.

important service delivery transition.

Craig Moran will begin to coordinate our transition efforts and will oversee all the tasks outlined in this proposal. In addition, representatives from our Human Resources Department; and other technical advisors in areas, such as Parts Supply, Shop Operations and Fleet Management Information Systems will be present.

Throughout the transition period, VFM will have experienced members of our team available to assist with start-up operations. The table above lists the staffing we plan to deploy in order to successfully complete this

Start-up Team Composition Rowan County. NC Executive Vice President – Craig Moran **Director of Gov't Operations-Steve Benedict** H.R. Coordinator - Lisa Bell **Purchasing Director – Matthew Wallace** Contract Liaison - Sales - Alice Hicks FMIS Leader - Kathy Sherrin Safety Manager - Charles Bryson



3.3 Establishing Communication with Key Personnel from Rowan County

The VFM transition team will meet with County personnel who will be especially key to our joint transition success, including the Contract Manager along with Department liaisons. VFM wants to collaborate with the various vehicle and equipment user groups to identify and address their problems/concerns with the fleet and issues regarding maintenance requirements. We also want to make sure that our systems are easily understood and that preventive maintenance will be scheduled at a time convenient to vehicle users and their supervisors. We need their cooperation in helping us schedule PM inspections and follow-up on vehicles that could not be sent to County maintenance facilities on the date of a PM appointment. Furthermore, we want to put into place the mechanism for feedback on our services so any issues can be identified and resolved quickly.

3.4 Facility Inspection and Asset Management Transition

VFM and Rowan County will schedule a joint inspection of the facility prior to the start date. Although we do not anticipate any deficiencies, the purpose of this joint inspection will be to identify any pre-existing deficiencies or challenges in the facility that may exist. VFM will issue a Pre-Existing Deficiencies/Challenges Report to The County, within ten (10) days of conducting the inspection, outlining any noted deficiencies and identifying any garage feature or system which is functional but which should be considered for replacement or upgrade due to age or overall condition.

Also, VFM will conduct a joint inventory of all structural, mechanical, electrical, equipment, tools, vehicle computer equipment and furniture to which VFM will have access during the contract term. This will ensure that there can be no question as to what existed at the beginning of our assuming responsibility for facility operations, and what exists at any time during the course of the contract.

VFM will conduct a safety audit of the County location to identify any improvements necessary for compliance with The County, City, State, Federal and VFM's safety standards. The safety audit will be presented to the County, and any noted deficiencies will be included in VFM's pre-existing deficiencies report. Within thirty (30) days of the assessment, VFM will notify the County in writing of any hazardous conditions identified during this assessment.

3.5 Employee Hiring and Transition

One of the major priorities throughout the transition period will be the recruiting of local qualified technicians, in tandem with the possible deployment of our current technicians from other contract locations. The employee hiring and transition will begin with an interview and skills assessment of the existing maintenance employees by the transition team to assess their current skill and qualifications.

The new employees will proceed through our on-boarding system. VFM and the County policy and procedures, Benefits, Vector Technical Training Modules (VTI), as well as position specific training for all managers, parts staff, clerks and technicians.

3.6 Parts Inventory and Vendor/Subcontractor Transition

VFM and the County will confirm the parts and service vendors for the duration of the contract. The County and VFM will mutually agree on the vendors to be used for the contract period(s). Local vendors, which will be the vast majority of our parts purchases, will be established. Delivery models, payments terms and inventory expectations established. Quick ship vendors as well as any national OEM vendors will be established and placed into FMIS.

Disposal and CORE process established. Develop a plan to dispose of excess and obsolete inventory. Shelving and bin capacity as well as parts distribution system and processes established. Inventory room stocked and organized.

Warranty process, credit and tracking to be reviewed with the County.



3.7 Fleet Maintenance Management System (FMIS)

One of the main priorities during this transition period will be install and setup of our FMIS. The proper training of our technicians and staff will be performed with VFM trainers from our corporate office as well as from other VFM locations. Training will include, but not limited to, work orders, data entry, generating reports, scheduling services, inventory management, warranty administration, etc.

Our Managers and Clerks will receive training on reporting requirements, frequency and data needed to delivery timely and precis reporting. Vendors and warranty information will be set up in TMT, as well as PM scheduling. At this time any printers, lines or additional computer hardware or software will be ordered and installed.

The customer portal will be setup along with any necessary training involved or as needed.

3.8 Equipment and Tooling

VFM will establish immediate equipment and tooling needs. This will include, but not limited to, ordering 2 mobile lube carts, PM and inventory carts, Diagnostics needed and setup of Mitchell/All-Data/Motors setup.

3.9 Safety

On-Site inspection from VFM Safety Manager with full reporting shared with the County. We do not expect any deficiencies, but any will be addresses at this time. PPE, eyewash stations, safety tags, and signs printed and placed. Safety staff meeting held and safety huddles at each shift change established. Safety training on specific equipment and processes will also begin.





4.0 Organization and Staffing

4.1 Proposed Staffing Plan

Below we will outline the organizational hierarchy of the member of staff within the shop management model.

Position	Number of Employees
Site Manager	1
Parts/Admin Clerk	1
Full-time Mechanics (1 – EVT Certified)	2
Part-time Mechanic	.5
Total Employees	4.5







At VFM we have very high standards for training and ongoing education. Every technician is held accountable to dedicate a minimum of 3% of all hours worked to continuing education. We support major training standards like ASE, and EVT. We offer robust reimbursement programs, and student assistance for all Technicians that continue to move their careers forward, while being part of our brand.



Vector Fleet Management will attempt to retain any employees that meet our specifications from a current provider, or your staff if you desire them to be retained.



4.2 Key Managerial/Supervisory

Please find below, resumes for VFM executive, managerial and staff teams, whose experience will be leveraged in the implementation and management of Rowan County.

James A. Overstreet - President / CEO

SUMMARY



Over 35 years in fleet maintenance, fleet management, transportation planning, and vendor negotiating for both a private and public service fleets. Proven ability to develop and implement successful strategies, policies, and procedures to lower operating expenditures. Exceptional relationship building skills, able to lead, motivate, and develop successful support teams. We have expertise in all aspects of fleet maintenance, DOT regulations, equipment utilization, capital expenditures and budgeting. ASE Certified.

PROFESSIONAL EXPERIENCE

VFM Management, Charlotte, NC

President / CEO (1997-Present)

- Direct a Corporate Staff including Sales, Marketing, Finance and Operations
- Develop and Implement growth, strategy plan
- Develop annual business plans
- Answers to a five member independent Board of Directors

Strick Corporation, Fairless Hills, PA

Director of Dealer Development / Southeast Region (1996-1997)

- Increased dealer network from 9 to 15 locations
- Maintained dealer relations, achieving a satisfaction score of 95% after 9months
- Oversaw the implementation of single largest new dealer program
- Grew southeast region profit margin by 6%
- Implemented dealer to customer national account programs

Overnite Transportation, Richmond, VA

Senior Manager of Fleet Service (1995-1996)

- Directed management staff of 65 in 45 states with 650 technicians
- Developed maintenance practices and schedules
- Implemented quality and safety auditing procedures
- Designed standardized technician payscale
- Oversaw fleet specification planning
- Submitted monthly and annual budget plans



James Overstreet - President/CEO (Cont'd)

Overnite Transportation, Richmond, VA

Manager of Fleet Procurement and Warranty Reimbursement (1990-1995)

- Directed procurement of fleet maintenance repair supplies
- Centralized procurement activity for 65 shop locations
- Implemented an internal distribution network for repair supplies
- Established a quality development team consisting of 10 suppliers
- Designed a formal RFP program for fleet equipment and supply procurement
- Reduced supply inventory from \$8.5 million to \$4.9 million
- Reduced supplier network by 50% threw product standardization
- Implement a warranty recovery system, recovered \$900,000.00 first year

James A. Overstreet - President / CEO Cont'd

Overnite Transportation, Charlotte, NC

Inventory Control Manager (1981-1990)

- Implemented automated inventory control system
- Designed and implemented inventory storage lay-out
- Developed transportation schedule for supply distribution
- Formulated maximum / minimum inventory levels

Education and Training

- Graduated Mt. Pleasant High 1976
- Attended J Sergeant Reynolds Community College (1993-1994)
- Overnite Transportation Management Training (1991-1995)
- Fruehauf Trailers Management Training (1977-1980)
- United Parcel Management Training (1976)

Associations

- Technology Maintenance Council (TMC) member since 1995
- National Institute for Automotive Service Excellence (ASE) certified



Aubrey Felton – Executive Vice President

SUMMARY



Business Acquisitions, Strategic Planning, Training and Development, Contract Negotiations, Facility up-fitting and renovation, P & L Management, Budgeting Systems, Sales & Marketing, Retail Operations, IT Procurement/Implementation, Corporate Integrations, Pricing Dynamics, Fleet Management, Parts Procurement, Government & Private Contracts, and Product Implementation.

PROFESSIONAL EXPERIENCE

VFM Management, LLC Charlotte, NC March 2015 - Present EXECUTIVE VICE PRESIDENT

- Develop solutions and pricing structures for various fleet segments.
- Structure inter-local agreements to provide additional revenue for clients.
- Proposal development and client acquisition strategy.
- Benchmark operational metrics across government and private contracts.
- Plan and develop sales and marketing programs and strategies.

First Group America - (First Student, First Transit, Greyhound, & First Vehicle Services) REGIONAL VICE PRESIDENT March 2008 - March 2014

- Responsible for contract acquisition and management of municipal and private fleets across 26
 States, including Broward Sheriff Office contract.
- Handled all aspects of government bid process, negotiations, and start-up matrix
- P & L responsibility for 37 contracts exceeding 100 million in annual revenue
- Management of regional staff including 489 team members
- · Direct client engagement on daily basis

FTA, Inc. - WEST PALM BEACH, FL

An independent retail tire and automotive services provider with 5 outlets in South Florida operating under Tuffy Automotive franchise agreement.

PRESIDENT & CEO May 2006 - February 2008

- Responsible for all aspects of company functionality.
- Built chain from zero to five locations in eight months of operation.
- Handled 3 acquisitions of automotive locations and integration into Tuffy franchise program.

TBC Corp. (TIRE KINGDOM, INC, National Tire & Battery, Merchant's Tire & Auto, Carroll Tire)

A leading retail tire and automotive services provider with 884+ outlets in 28 states with annual sales of \$1.9 billion.

SENIOR VICE-PRESIDENT - OPERATIONS January 2002 – May 2006

- Responsible for day to day corporate and field store operations with 1.9 Billion annual revenue
- Supervise 68 Field Management Direct Reports
- Oversee Special Orders Department with \$50 million per year in expenditures
- Procurement, development, and supervision of all external/internal computer operating systems
- Training and development programs for 9,800+ associates
- Extensive field travel
- Designed store management training process for rapid store expansion
- Directly involved in the integration development and processes of company acquisitions
- Merchant's Tire & Auto and National Tire & Battery
- Coordinated green-field location growth from inception to operating facilities for over 300 locations.



Aubrey Felton – Executive Vice President (Cont'd)

EXECUTIVE VICE-PRESIDENT February 2000 – January 2002

- Supervised 105 stores in South Florida market with annual sales of \$195 million
- · Directly responsible for increasing service sales and tire units throughout entire market
- Improved Gross Profit percentage by 7.5% in first six months and increased payroll productivity
- Coordinated new market development of South U.S..,
- Successful trained and promoted 17 district managers

MORGAN TIRE & AUTO CENTER - CLEARWATER, FL DBA TIRES PLUS

A retail tire and automotive services provider with 585 nationwide locations and annual sales of \$950M.

REGIONAL VICE-PRESIDENT 1994 – 2000

- Supervised, trained, and developed 1200 associates and 125 retail locations in differing national geography with annual sales of \$155 million
- Successfully integrated several acquisitions onto operating platforms and programs

CONTINUING EDUCATION:

- NAFA CAFM: Certified Automotive Fleet Manager
- AEMP CEM: Certified Equipment Manager
- SMEI CSE: Certified Sales Executive

AFFILIATIONS:

- Member NAFA North American Fleet Administrators Association
- Member APWA American Public Works Association
- Member FFCA Florida Fire Chiefs Association
- Member NFPA National Fire Prevention Association
- Member AEMP Association of Equipment Management Professionals
- Member NAFA National Association of Fleet Administrators
- Member ATA TMC American Trucking Association Technology Maintenance Council
- Member SWANA Solid Waste Association of North America

CERTIFICATIONS:

- Vector Certified Light and Heavy Duty Technician
- Six Sigma Yellow Belt
- ASE Certified Technician, Service Consultant, & Parts Specialist
- Ford Certified Master Service Manager
- Ford Certified Commercial Parts Manager
- Ford Certified Warranty Administrator
- Chrysler Certified Level 2 Service Manager
- Chrysler Certified Parts Manager
- Chrysler Certified Warranty Administrator
- Department of Transportation/TSI Inspection, Repair, and Maintenance for Motor Carriers
- Department of Transportation/TSI Commercial Driver's License Regulations
- Department of Transportation/TSI Financial Responsibility Motor Carriers
- OSHA Personal Protective Equipment
- OSHA Lock and Tag
- OSHA Hazard Communication
- OSHA Electrical Safety
- OSHA Ergonomics
- OSHA Heat and Cold Stress
- OSHA Slips, Trips, and Falls



Craig Moran - Executive Vice President



SUMMARY

Experience with successful implementation and management of fleet maintenance operations, across multi-location deployments in both private and public sector environments also ASE certified.

PROFESSIONAL EXPERIENCE

Executive Vice President – VFM Management (5/98 to present):

- Lead and manage all operational functions for dedicated contract locations, servicing 8/200+ units
- Development, implementation and management of TMT fleet management information system
- Implementation of new business directly and through business segment Operations
 Directors
- Sales process involvement in staffing matrix, contract pricing etc.
 Engagement with contract management and customer relationship directly and through business segment Operations Directors

Director of Maintenance - Terminal Services Inc. (5/96 to 5/98)

- Manage maintenance operations across 8 locations, maintaining 1000+ company owned units involved in waterfront 'ship side' and intermodal operations
- Customization and implementation of fleet management information system software at all locations
- Responsible for reengineering of all maintenance schedules, procedures, best practices and training regiments

Regional Fleet Manager - Overnite Transportation Inc. (4/92 to 5/96)

- Oversaw maintenance operations across 7 hub facilities, 22 terminals with over 50 Technicians
- Managed multiple third party service and parts providers
- Consistent attainment of productivity thresholds for all locations
- Designed and implemented intermodal trailer safety checks for drivers in the Midwest region

Fleet Manager – Overnite Transportation Inc. (12/84 to 4/92)

- Fleet Mechanic
- Supervisory roles at the shop level
- Participated in Overnite's Maintenance Manager Training Program
- Promoted to Fleet Manager

Education:

- Associates Degree in Diesel Technology Ohio Technical College
- Business Administration Indiana University



Craig Moran - Executive Vice President (Cont'd)

AFFILIATIONS:

- Member NAFA North American Fleet Administrators Association
- Member APWA American Public Works Association
- Member AEMP Association of Equipment Management Professionals
- Member NSSGA National Stone, Sand and Gravel Association

CERTIFICATIONS:

- ASE Certified
- MSHA Certified Training 5000-23
- OSHA Personal Protective Equipment
- OSHA Lock and Tag
- OSHA Hazard Communication
- OSHA Electrical Safety
- OSHA Ergonomics
- OSHA Heat and Cold Stress
- OSHA Slips, Trips, and Falls





Charles Bryson - Safety Manager



SUMMARY

This position reports directly to the VP of Operations in Charlotte, NC with dotted a line reporting to our Florida General Manager.

PROFESSIONAL EXPERIENCE

VFM Management, LLC Mosaic Operations

2/2008 - Present

<u>Safety Manager:</u> Current position includes responsibility for safety methodology and oversight at all VFM locations. Key activities include:

- Safety and Risk Management
- MSHA Instructor Approval Training Certificate of completion
- Conduct safety meetings
- Perform safety audits
- Inspect workers daily activities
- Ensure all employees use their proper PPE
- Responsible for overall safety of the buildings and grounds. I am the appointed Building Monitor / Emergency Coordinator for the NewWales auto shop muster area through the Mosaic Growing-Utraining.
- Maintain and report monthly safety numbers to the general manager
- Motivate and counsel employees on safety policies
- Immediately correct any safety related issues
- Identify and anticipate safety concerns and hazards by surveying the working environment and suggesting corrective actions or policy changes if needed
- Continually familiarizing myself and employees with our customers EH&S policies so as to stay in compliance
- Trained in first aid and first responder
- Formal training in Windows, Microsoft Office, Excel, Outlook, Dossier and Maximo(Mosaic's operating system)
- I served as VFM managements Site Specific Train the Trainer. Responsible for training all Vector Mosaic employee sites specific annual training.
- VFM management access control coordinator to mosaic security. Responsible for new and renewing all access badges for VFM employees for the Mosaic sites.
- Project Implementation
- 5s Housekeeping system implementation
- Customer Relations and Satisfaction
- Training and Development
- Productivity Improvement
- Staff Management and Motivation



Charles Bryson - Safety Manager (Cont'd)

Achievements

- Six Sigma Villanova University (4.5 CEU) 45 Professional Development Units
- ITTM'S Fleet Finance 101, Penn State, Harrisburg PA, (3CEU)
- Diesel Institute of America, Tampa, FL
 Awarded most outstanding student and completed overall courses with honors
- NCO Leadership School, Albuquerque, New Mexico,
- Acquired advanced training in leadership (focus on managerial and supervisory), effective communication and counseling techniques, and advanced knowledge in safety and resource protection

Technical Skills

- Microsoft Office: Word, Excel, Outlook XP
- Asset Management: Maximo
- Fleet Management: Dossier / TMT Fleet maintenance system
- Kronos payroll





Steven Benedict - Director of Operations, Government Services

SUMMARY



Over 23 years of automotive and fleet leadership and strategic operations experience. Decisive leader with the ability to foster group cohesiveness and commitment towards common operational goals. Experienced with process improvement, change management, strategic innovation, and team development. Background in cross-functional project/program management and delivery with multi-site, regional, and national market shares.

Professional Experience

Vector Fleet Management, Charlotte, NC. | Director of Operations, Government Services January 2019 - Current

- Oversee and lead contract operations with government municipalities delivering vehicle and equipment maintenance, repair, fuel system management, procurement, and disposal.
- Responsible for financials and operational KPI's for all locations.
- Ensure contract compliance and exceptional customer experiences.
- Lead continuous improvement and positive developmental team cultures.
- Manage contractual relationships and deliver business reviews.

AAA National Office, Heathrow, FL | National Manager, Automotive Repair Business Operations Mar 2015 – January 2019

- Drive strategy, business compliance, and member value planning for the National AAA Federation of Approved Auto Repair, Club Owned Auto Repair Facilities and Connected Car initiatives.
- Consult with Regional Club Automotive Staff and Executives to insure brand compliance; manage quality governance, strategy and business planning for AAA's National Network of Approved Auto Repair and Club Owned Repair Network (6,500+ facilities).
- Conduct yearly brand accreditation reviews for Clubs.
- Work with Club Executives to develop business cases and go-to-market plans for AAA Owned Auto Repair facilities.
- Lead executive level quarterly progress meetings with senior OEM staff.
- Launched a first ever, nationally contracted Approved Auto Repair Partnership with AutoNation, leading contract negotiations through implementation and rollout.
- Launched a new AAA/Lincoln Motor Company Approved Auto Repair Partnership.
- SME on the development team and managed the field delivery of AAA's new web based Repair Shop Portal with successful pilot in November 2015 and scaled launch in June-December 2016. Currently in over 5,700 facilities in the US and Canada. Business line owner for this product.

AAA Northern California, Emeryville, CA | Director, Club Fleet and Club Owned Repair Oct 2012 – Mar 2015

- Mid-level executive management for a seven location, two state Club Owned Fleet consisting of 150 trucks and 189 employees; accountable for 50 club owned field service vehicles, fleet maintenance and procurement, service delivery levels, and cost-per-call management. Full P&L accountability.
- Served on Automotive Leadership Team for Emergency Road Service and Approved Auto Repair with accountability for a \$160 million budget
- Revamped all business operation processes, policies, and procedures to comply with federal and state regulations and AAA brand standards driving growth and improved profitability.
- Managed site selection and development of all Club Owned Repair facilities.
- Responsible for technical support and programming for shop management software.
- Provided mid-level executive management oversight of day-to-day operations of the Club Owned Repair program; implemented new scheduling and workflow processes to increase productivity.
- Configured, coordinated, and launched new shop management software in partnership with NAPA.
- Represented AAA NCNU on National and regional Club committees and task forces related to Automotive Repair.
- Business line leader for M&A of Automotive Repair facilities.



Cont'd Steven Benedict - Director of Operations, Government Services

AAA Tidewater Virginia, Virginia Beach, VA

Executive Director, Car Care Centers and Fleet Operations, June 2000 – Sept 2012

- Launched a chain of 6 AAA owned automobile repair centers and a 30 vehicle towing and mobile battery replacement service vehicle's; served as the Club's Battery Program Manager.
- Formulated a successful business model that drove the cohesive operation of both entities within the same locations, each driving the business of the other.
- Served on the automotive leadership team of AAA membership organization which oversaw development of emergency road service programs, Approved Auto Repair program, automotive extended warranties, automotive buying services, and mobile auto glass and auto repair services.
- Designed, implemented & managed training programs for all automotive services departments and businesses – internal and external.
- Managed insurance company relationships for all automotive services departments and businesses, including negotiation of vehicle and property renewals, compliance, claims, risk analysis and mitigation, and safety.
- Managed all phases of Club Owned Repair design and development: building, equipping and operations.
- Managed the acquisition and fleet management of all company owned vehicles
- Oversaw the budgeting & forecasting process for all automotive service departments totaling \$25MM+.
- Developed and launched five new successful automotive business lines from 2000-2006.
- From concept to scale, developed business plan and launched COR in 01/2003 (9th one in the AAA Federation) and grew the profitable business to six locations and 55 employees by 03/2012.
- Served as Virginia State Coordinator and Committee Chair for Ford/AAA Student Auto Skills for 12 yrs.;
 secured outside local sponsors totaling \$50K in donations enabling us to give a first class event;
 negotiated a National Scholarship offering with Advanced Technology Institute in Virginia Beach

Tidewater Enterprises, Inc. | Senior Operations Manager

Nov 1996 – Jun 2000

- Oversaw 13 truck/30 employee/7 location towing, road service, and auto repair operation.
- Managed three automotive storage facilities, including DMV administration and auctions.
- Administered fleet and commercial accounts for fuel, repair and towing.
- Served as safety officer and insurance liaison for the entire enterprise.
- Provided middle-management for 7 repair centers, 6 fueling station/convenience stores and a towing operation serving (third in charge after President and COO from 1997-2000).





Matthew Wallace - Director of Purchasing



SUMMARY

I have ten years of experience in the automotive field, and over 15 years of experience in business development and sales combined. I have held and witnessed every available position within a shop and I know what makes our business work intimately. I am passionate about this industry and what the future holds for it. When we marry experience, and passion we can create a valuable partnership that creates long-term, proven worth for both parties involved.

PROFESSIONAL EXPERIENCE

Vector Fleet Management, LLC Charlotte, NC November 2018 - Present *Director, Purchasing*

- Oversee National vendor development.
- Oversee Private and Inter-local government procurement opportunity.
- Operate and Maintain all CRM and Analytical tooling for Developmental Department.
- Perform all Mathematical, and GIS Analysis for Developmental Department.

Genuine Parts Company, Charlotte, NC Retail Business Development Manager

May 2013 - November 2018

- Converted over 60 NAPA Stores across the Southeastern U.S. from private ownership to corporate ownership, including renovation, redesign and rebranding.
- Operated and championed the national program for NAPA Retail during its cultural transition period.
- Developed all new best practices and protocols for NAPA daily operations framework.

Valvoline/ Ashland Chemical Corp., Charlotte, NC District Manager Oct

October 2009 – May 2013

- Oversaw daily operations of 22 Service locations across multiple States.
- Handled a variety of service operations, varying from quick lubes, to full service, to tire service facilities.
- Worked with a "Franchisee of the Year", and assisted in his growth from 5 acquisitions to 27, overseeing and assisting in his conversion of multiple facilities.

EDUCATION:

- Technical University of Munich- Six Sigma/LEAN/ASQ+
- Harvard University-Certification- Data Science
- Harvard Extension School- Executive Education

AFFILIATIONS:

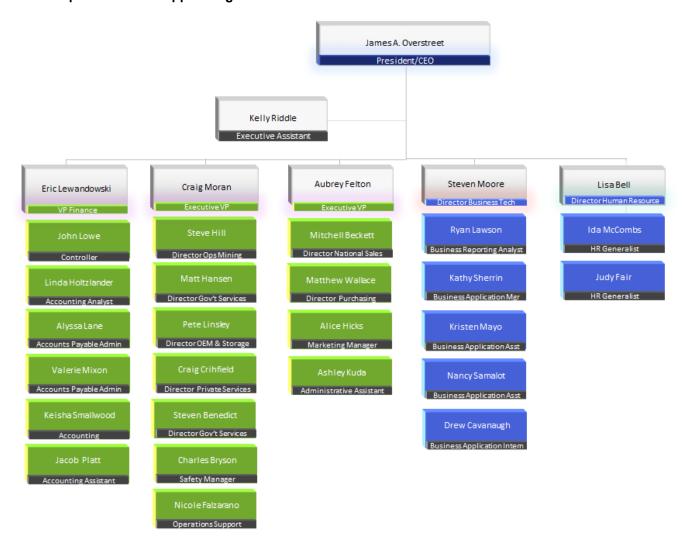
- Technical University of Munich- Teaching Assistant-Six Sigma/LEAN/ASQ+
- Member NAFA North American Fleet Administrators Association
- Member APWA American Public Works Association
- Member NSSGA National Stone Sand and Gravel Association
- Member IFDA International Food Distributors Association
- Member-NTTC National Tank Truck Carriers Association
- Member-NUCA National Utility and Contractor Association
- Member- FAGFA Florida Association of Governmental Fleet Administrators
- Member AEMP Association of Equipment Management Professionals

CERTIFICATIONS:

- Vector Certified Technician
- Six Sigma/ LEAN/ ASQ+
- ASE Certified Technician, Part Specialist
- Google Data Science- Certified Master



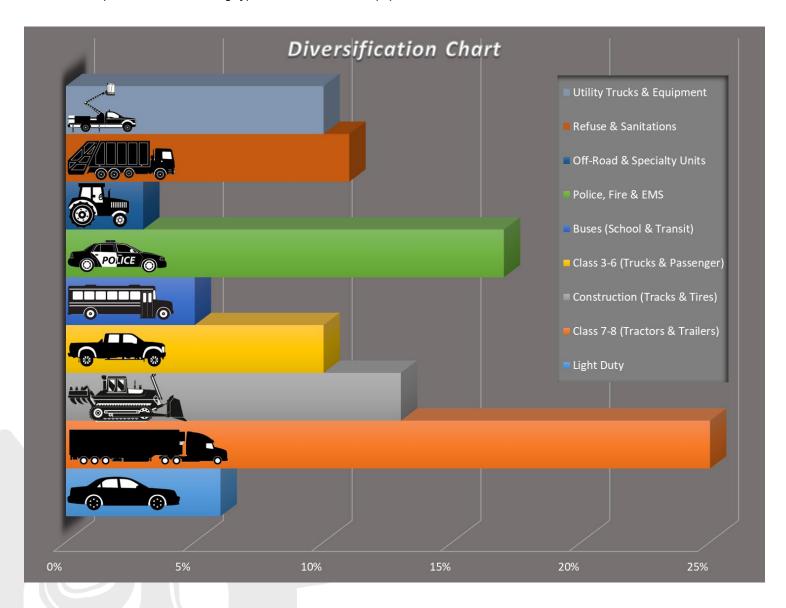
Corporate Office Support Organization Chart:





5.0 Qualifications and Experience

When it comes to delivering fleet maintenance to diverse fleets, VFM is a proven leader. We are currently servicing mobile assets with a cumulative value in excess of \$3.5B. The varied fleets that we maintain are comprised of the following types of vehicles and equipment:





Maintenance & Management Experience (Below is a chart that represents a cross-section of a portion of our client base)

Vector Fleet Management, l	.LC																		
Aggres se hi	Mun ge Diste A	Municipality in)	Muli in the state of the state	Mulicipality in	Monicipality in	Municipality in.	Municipality in	Sodservin A	Limente ce C. NC	ineston	Many Quary	Municipality in i	OEM Serve	S & N. I.	Municipality in	c pality in i	Phosphal Utilities !	remine N	
Vehicle Maintenance & Man																			
Accident Repairs & Subrogation	V	V		V	V	V	V	V	V	V	V	V	8	V		V	V	V	V
Decommissioning	W	0	V	V.	W		V	U	V	4	V	V	V	V	V	W.	V	V	V
DOT/State Inspections	V	V	4		V	V	V	V	V	V	V	V	V	V		V	V		
Emergency Repairs	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V
Auction Services	V	V	V	V	V	V	8	V	V	V	V	V	V	V	V	V	V	V	V
FMIS Cost Analysis System	1	0	V		V	V	1	V	V	V	V	V	V	V	V	10	4	V	V
Alternative Fuels	V	V	V	V				V		V	V						V	V	V
Inventory and Parts Control	V	1	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V
Up-fitting	V	V	V		V	V	V	V	V	V	V	V	V	V	V	V	V	V	V
Outside Repairs Management	0	0	V	V		V	V	1	V	V	0	V	0	V	1	0	0	V	W.
Preventive Maintenance	V		V	V		V	V	V	V	V	V	0	V	V	V		V	V	V
Disinfecting Services	0	0	V	V	0	V	V	V	V	V	W	V	0	V	V	0	0	4	0
Program Management	V		V			V	V	V	V	V	V		V	V			V	V	V
Quality Control Program	10	W	V	V	0	0	V	V	V	V	V	V	V	V	V	W.	U	V	U
Safety Program	V	V	V		V	V	V	V	V	V	V		V	V	V		V	V	V
Upholstery and Glass Repair	V	V	V	1	U	V	V	V	V	V	W	V	V	V	V	W	V	V	V
Vehicle Preparation/Disposal	V	V	V		V	V	V	V	V	V	V	V	V	V			V	V	
Vehicle Quality Inspections	V	10	1	W	1	V	1	V	V	1	V	V	9	V	V	1	V	U	W.
Warranty Repairs & Tracking			V	V		0	V	V	0	V	V	V	V	V	V		V	V	
24 hr. Roadside Assistance	W.	V	V	V	W	V	V	1	V	V	V	V	1	V	W	V	V	V	V
Network Vendor Repair Coord.	4		V	V		V	V	V	V	V	V	V	8	V	V		V	V	>
Lifecycle Cost Analysis	W.	W	V	V	W.	0	V	V	V	V	W	V	V	W.	V	V	V	V	V.
Custom Reporting	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V		V	V	V
Software Conversions	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V
New Equipment Specifications	V	V	~	V	V	V	4	V	V	V	V	V	0	V	V	V	V	V	V
Equipment Operator Training	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V
Fueling Programs	V									V	V	V					V	V	V
Telematics	W	V	1	V	4	V	0	V	V	1	V	V	V	V	V	W	V	V	1



Maintenance & Repair Experience

Vector Fleet Management,	LLC																		
Vehicle Maintenance & Re				Municipality in TA	Municipality in The	Municiping in Ed	Municipality in The	Foodservice Salls in No.	linesion C.A.C.	Limestone Ne Mine Fil	Municipal Rubinski Fil	Stank in the	en service; joalis in s	S. A. W.L.	Milniersity of	nicipality.	Phosp. Orillies	Pare Mine 1	10
Boat/Tug Maintenance					V				W										V
Bulldozer/Loader					₩	NA.	M				M	M	M	W			W		
Bus Maintenance	~			V	V	V										V			
Crane Maintenance						_	_					_		•					
Dump Truck Repair						V													
EMS Unit Maintenance														w/					
Fire Truck Maintenance					V	V	V												
Truck Maintenance		M	W			w/					M	W			W			M	
Law Enforcement Vehicle Maint.			V		V	V	V	V											
Medium Truck/Van Maintenance	W	W	W	Ť	W	W	W/	W	A			W	W	V	W	4	W		
Refuse Truck Maintenance					V		V		W										
Roll Off Truck Maintenance			6		W	W	W		W				W	W			W		
Sedan Maintenance	✓	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V
Excavator Maintenance	V	Ť		W	₩	V	W		W			W		W	V	W	W		
Small Vehicle/Cart Repair	V		V	V	V	W			W		V	V		V			V	V	V
Solid Waste Removal Equipment					V	W	W		W								W		
Sweeper Maintenance	V		V		V	V		V	V		V	V		W			V		
Tandem-Brush Truck Maint.			W		W			V	₩				W	4					
Ready Mix			V					V	V		W								V
Farm Tractor Maintenance	\forall		W			⊌	W	>	W			W	W						
Refrigerated Trailer/Trailer Repair										V									



5.1 Comparable Services

#1 Sheriff of Broward County, FL (Government)

Contracting Organization	Sheriff of Broward County, Florida (2 locations)
Contact Name	Scott Barnett – Fleet Manager
Contact Address	2001 N.W. 31st Avenue, Lauderdale Lakes, FL
Contact Phone	954-497-1440
Contact E-Mail	Scott_Barnett@sheriff.org
Type & Composition of Fleet & Number of	3,300+ units Vehicles for Sheriff, DLE, Transit and Fire Rescue
Vehicles/Pieces of Equipment	units
Technician ASE Certification Percentage	68%
Period of Performance	Since 2016
Annual Contract Cost	\$7.5 Million

Background

- VFM competed for the Hourly Rate Bid and was selected over G4S Integrated Fleet Services (Centerra), First Group America (DBA First Student, First Transit, & First Vehicle Services), and Pompano Automotive the incumbent provider.
- VFM has quickly developed and initiated a program to upgrade the maintenance of the fleet to meet and exceed industry standards.

Scope of Services

- Provide all fleet maintenance services, towing and road side assistance for 3 maintenance facilities.
 Maintain contract compliance through a Quality Assurance program with performance measurements, maintain parts inventory and control cost through the Hourly Rate Charge contract.
- Provide on-site warranty administration with Dodge and Ford OEM's.
- Work closely with all County staff agencies to ensure excellent fleet maintenance standards through improved reliability, unit availability and above all else, SAFETY.

- Significantly increased the availability of Units and eliminated unnecessary vehicle downtime at commercial retail repair facilities.
- Eliminated costly parts requisition and initiated a comprehensive PM program.
- Altered staffing paradigms to ensure PM services were performed with minimal disruption to county services.



#2: Ector County, TX, (Government)

Contracting Organization	Ector County, Texas
Contact Name	Lucy Soto – Purchasing Manager
Contact Address	10110 E. 8 th Street, Odessa TX 79761
Contact Phone	432-498-4020
Contact E-Mail	LUCY.SOTO@ectorcountytx.gov
Type and Composition of Fleet and	300+ Vehicles for Sheriff, Roads & Bridges, Parks & Rec and
Number of Vehicles/Pieces of Equipment	Other General Services (includes Buses)
Period of Performance	Since 2013
Vector Certified Shop	YES
Technician ASE Certification Percentage	90%
Annual Contract Cost	\$1.4M+

Background

- VFM competed for a Target Cost Bid and was selected above First Group America (DBA First Student, First Transit, & First Vehicle Services) and Ameritt Fleet.
- VFM successfully managed the transition from in-house to a public/private partnership.

Scope of Services

- VFM provides comprehensive fleet maintenance services, performance measurement and reporting, parts management and overall fleet support under the structure of a TARGET COST contract.
- VFM works closely with all County fleet stakeholders to ensure high fleet maintenance standards and unit availability.

- VFM has been able to meet all staffing requirements for this contract in an ultra-competitive labor market (oil fields).
- VFM has improved unit availability immediately by repairing and maintaining units, which were deadlined for extended periods of time.





#3 Carrollton, Texas, (Government)

Contracting Organization	Carrollton, Texas (2 locations)
Contact Name	Dwayne Bianco
Contact Address	2711 Nimitz Dr, Carrollton, TX 75007
Contact Phone	972-466-5786
Contact E-Mail	<u>Dwaynebiancocityofcarrollton.com</u>
Type and Composition of Fleet and	617+ Vehicles for Police, Fire & Rescue, Roads & Bridges,
Number of Vehicles/Pieces of Equipment	Parks & Rec, Solid Waste Services and other general
	services
Period of Performance	Since 2018
Technician ASE Certification Percentage	82%
Annual Contract Cost	\$1.9 Million

Background

- VFM competed for the Target Cost and was selected over First Group America (DBA First Student, First Transit, & First Vehicle Services,) King George and the incumbent provider, Centerra
- VFM successfully managed the transition from an incumbent provider, ensuring continuity of service.

Scope of Services

- Provide all fleet maintenance services, towing and roadside assistance. Maintain contract compliance
 through a Quality Assurance program with performance measurements, maintain parts inventory and
 control cost through the Fixed Price contract.
- Work closely with all City staff agencies to ensure excellent fleet maintenance standards through improved reliability, unit availability and above all else, SAFETY.

- Significantly increased the availability of Solid Waste trucks and eliminated unnecessary vehicle downtime. Initiated step change improvements in tire management.
- Increased on-site parts availability and initiated a comprehensive PM program.
- Implemented after hours staffing plan to ensure PM services were performed with minimal disruption to city services.





#4: Coconut Creek, FL, (Government)

Contracting Organization	Coconut Creek, FL
Contact Name	Jessica Cannon
Contact Address	4800 West Copans Road, Coconut Creek, FL 33063
Contact Phone	954-973-6744
Contact E-Mail	jcannon@coconutcreek.net
Type and Composition of Fleet and	557 Units comprised of law enforcement, fire & rescue,
Number of Vehicles/Pieces of Equipment	public works, lawn equipment and general administrative sedans and light truck vehicles. (includes Buses)
Number of Vehicles/Pieces of	public works, lawn equipment and general administrative sedans and light truck vehicles. (includes
Number of Vehicles/Pieces of Equipment	public works, lawn equipment and general administrative sedans and light truck vehicles. (includes Buses)

Background

- VFM competed for the Target Cost Bid and was selected over the incumbent provider First Group America (DBA First Student, First Transit, &First Vehicle Services.)
- VFM has quickly developed and initiated a maintenance program to upgrade the vehicle fleet to meet and exceed industry standards

Scope of Services

- Provide all fleet maintenance services, towing and roadside assistance. Maintain contract compliance
 through a Quality Assurance program with performance measurements, maintain parts inventory and
 control cost through the Fixed Price contract.
- Work closely with all Government staff agencies to ensure high fleet maintenance standards or reliability and the safety and unit availability.

- Significantly increased the availability of fleet and eliminated unnecessary vehicle downtime.
- Eliminated costly parts requisition and initiated a comprehensive PM program
- Participates in equipment specifications for all departments





#5: Cincinnati, OH (Government)

Contracting Organization	City of Cincinnati, OH
Contact Name	Ruth Alfson – Fleet Manager
Contact Address	1106 Bates Ave, Cincinnati, OH 45225
Contact Phone	513-352-5455
Contact E-Mail	ruth.alfson@cincinnati-oh.gov
Type of Services	Parts Management
Period of Performance	Since 2021
Annual Contract Cost	\$6.3 Million

Background

- The City previously operated its own vehicle and equipment maintenance facilities. NAPA ran the parts inventory in City-owned facilities prior to VFM.
- VFM manages parts at the central maintenance facility and eight satellite maintenance facilities to support diverse Citywide Fleet of 2,500 vehicles and 1,300 units of small equipment.

Scope of Services

- Furnish all parts, materials, supplied, tires, and fluids (except fuel) required for operation and maintenance of all City vehicles and equipment.
- VFM will identify, establish quality and availability standards, place, process, and track all orders with the various parts vendors, and process payment to the vendors for products purchased for use on the City's fleet.

- Reduce overhead Costs
- VFM has major suppliers preposition fast moving parts in the shops for use.
- VFM has distributor representative's onsite at Main garage to support our program and provide realtime point to point parts priority from warehouses.
- VFM has numerous national direct OEM partnerships, which will ensure the City benefits from our program.





6.0 Compliance with the County's Insurance Requirements

Clien	t#: 18	37336	61		70VE	CTOFLE _		
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CGriff Insurance Services				PHONE (A/C, No. Ext): 704 95	4-3000	FAX (A/C, No)	_	
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Charlotte, NC, 28210								NAIC #
04 954-3000				INSURER A : Traveler	s Indemnity C	o of America		25666
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Charlotte, NC 28269	way 5	unte	350	INSURER D : Tokio Ma				23850
Charlotte, No 20200				INSURER E : Traveler	s Indemnity C	ompany		25658
				INSURER F:				
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` ^	X	X	Y6308K459064TIA21	05/31/2021	05/31/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,00	,
CLAIMS-MADE X OCCUR							\$300, \$5,00	
H	·					MED EXP (Any one person) PERSONAL & ADV INJURY	\$1,00	
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EXCESS LIAB CLAIMS-MADE DED X RETENTION \$25,000 WORKERS COMPENSATION ANY PROPRIETOR PART NEEDED? (Mandatory In NH)	1	X	UB8K3357132114G	05/31/2021	05/31/2022	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYER	\$1,000 \$1,000	0,000
EXCESS LIAB CLAIMO-MADE DED X RETENTION \$25,000 C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIET'ORPARTNER/EXECUTIVE Y (Mandatory in NH) If yes, describe under DEDORIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000 \$1,000 \$1,000	0,000
EXCESS LIAB CLAIMO-MADE DED X RETENTION \$25,000 C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER/EXECUTIVE Y (Mandatory in NH) If yes, describe under DEDCRIPTION OF OPERATIONS below	1		UB8K3357132114G PPK2281263	05/31/2021 05/31/2021		E.L. DISEASE - BA EMPLOYER E.L. DISEASE - POLICY LIMIT \$1,000,000 Incident	\$1,000 \$1,000 \$1,000	0,000
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6.1 Compliance with Federal Contracting Standards

VFM acknowledges and agrees to meet the federal contracting standards as outlined in in Appendix F.





Report on Evaluation of Fleet Maintenance Proposals

Rowan County

November 3, 2021

INTRODUCTION

CST Fleet Services, based in Clemmons, NC, was engaged to assist Rowan County solicit proposals for fleet maintenance and management services. The scope of this engagement included preparing a Request for Proposals (RFP), identifying vendors to send the RFP to, participating in the pre-proposal process, and evaluating responses to the RFP. This report focuses on this last task of evaluating proposals.

Proposals were received by three companies in response to the RFP:

- Enterprise a car rental and leasing company headquartered in St. Louis
- First Vehicle Services the largest provider of on-site fleet maintenance services in the United States headquartered in Cincinnati
- Vector Fleet Management a well know provider of on-site fleet maintenance services headquartered in Charlotte

EVALUATION OF TECHNICAL PROPOSALS

After closely reading the responses to the County's RFP we have concluded that First Vehicle Services and Vector Fleet Management submitted responsive proposals while Enterprise failed to meet the requirements of the RFP. Enterprise states on page 9 of their proposal that "Enterprise Fleet Management cannot maintain vehicles at the County facility". As this was a key requirement of the RFP, we must conclude that Enterprise does not meet the requirements of the RFP and should be excluded from consideration.

Enterprise did offer to partner with Vector Fleet Management to provide these services, but since Vector also submitted an independent proposal, we see no value in asking Enterprise to submit an alternative proposal that includes on-site services. Enterprises' approach would be to manage the County's maintenance through their network of vendors, which are principally national account shops such as Jiffy Lube, Firestone, Pep Boys, and Goodyear. It is clear that Enterprise is mainly interested in having the County lease vehicles from the company and them pay an all-encompassing fee for having the vehicle and for maintenance. Again, this approach is not compliant with the intent of the County's RFP.

In the paragraphs below we provide evaluations of First Vehicle Services (hereafter FVS) and Vector Fleet Management's (hereafter Vector) proposals.

FVS Technical Proposal

FVS is well versed in providing the services requested by the County. With their predecessor company, Ryder Managed Logistics, FVS has been providing on-site maintenance and fleet management services since 1981 and has 85 current clients. FVS demonstrated a thorough understanding of the County's objectives including improving fleet program performance and controlling fleet costs. The company provided specific examples of how it would improve fleet program service levels including ASE and EVT certified technicians, an on-site management team supported by industry experts, a total quality management program, provision of a proprietary fleet management information system, and automated PM schedule tracking.

FVS responded to each section of the County's RFP and did not take any exceptions. Highlights of their response include:

- An in-depth understanding of the fixed price (target) and fee for service (non-target) concepts that underline the RFP
- A comprehensive PM program

- Use of industry leading technology for diagnosing vehicle issues (scan tools and on-line subscriptions)
- Significant experience with law enforcement and emergency vehicles
- Significant experience with transit vehicles
- National account pricing for repair parts
- A dedicated team to upfit emergency vehicles (from their sister company First Mobile Services)
- A complete suite of management services
- An industry leading management information system (a proprietary version of the EAM maintenance management system)
- ISO and Lean Six Sigma management programs
- A comprehensive approach to hiring and training staff for the County's project

We rate FVS' technical proposal as excellent overall all with 94 out of 100 points according to the following matrix:

	AREA	SCORE	COMMENT
1.	Compliance with RFP requirements	10	All areas responded to, no exceptions
2.	Qualifications	10	Largest firm of its type in the country
3.	Industry Experience	10	40 years of experience
4.	Stability	8	Sold by First Group to a private equity firm in 2021
5.	Approach to maintenance services	10	Comprehensive approach with focus on PM services, excellent use of technology
6.	Approach to management services	10	Agreed to all areas in the RFP including coordinating replacement panning, title/license work, and disposals
7.	Computer system	8	Dedicated system with extensive functionality including dashboards with KPIs. However, the system is proprietary to FVS so the County could not purchase a version for succession contracts
8.	Emergency vehicle experience	10	Significant experience with law enforcement and emergency fleets
9.	Transit vehicle experience	8	Substantial experience with transit fleets
10.	Approach to hiring, training, safety, environmental compliance	8	Comprehensive approach. Project manager was not specifically identified however.
	TOTAL SCORE	92	Excellent

Vector Technical Proposal

Vector is a well-known fleet maintenance company that has been providing on-site contract services since 1988. The company has a distinct advantage being headquartered in Charlotte, a short 60-minute drive from Rowan County.

Vector responded to each section of the County's RFP and did not take any exceptions. Highlights of their response include:

- Demonstrated a complete understanding of the fixed price (target) and fee for service (non-target) concepts that are foundational to the RFP
- A comprehensive PM program
- Use of industry leading technology for diagnosing vehicle issues (scan tools and on-line subscriptions)
- Significant experience with law enforcement and emergency vehicles
- Significant experience with transit vehicles
- Relationships with national vendors for repair parts
- Experience upfitting emergency vehicles (from several contracts with Sheriff Departments)
- A complete suite of management services
- A solid management information system (a non-proprietary version of the TMT maintenance management system from Trimble Systems)
- A comprehensive approach to hiring and training staff for the County's project

We rate Vectors' technical proposal as Very Good overall all with 89 out of 100 points according to the following matrix:

AREA	SCORE	COMMENT
11. Compliance with RFP requirements	10	All areas responded to, no exceptions
12. Qualifications	9	Not as large as FVS but still has substantial experience and contracts
13. Industry Experience	9	20+ years of experience
14. Stability	9	Privately held, in business since 1988
15. Approach to maintenance services	9	Comprehensive approach with focus on PM services. Excellent use of technology, dashboards, and communication protocols
16. Approach to management services	9	Agreed to all areas in the RFP including coordinating replacement panning, title/license work, and disposals
17. Computer system	10	Dedicated system with extensive functionality including dashboards with KPIs. System is not proprietary so the County could purchase a version for succession contracts or internal use
18. Emergency vehicle experience	8	Very good experience with law enforcement and emergency fleets
19. Transit vehicle experience	8	Good experience with transit fleets
20. Approach to hiring, training, safety, environmental compliance	8	Met expectations but not as well-rounded approach as FVS. Project manager resume

		was provided. Proposed manager has excellent qualifications.
TOTAL SCORE	89	Very Good

EVALUATION OF COST PROPOSALS

In this section we provide a comparison and evaluation of the cost proposal submitted by FVS and Vector.

FVS Cost Proposal

FVS was recently acquired from First Group (a UK based transportation services company) by EQT (a private equity firm with a portfolio of more than 400 companies with \$40 billion in assets). We believe this acquisition bolsters FVS' position as the largest provider of on-site fleet maintenance services and should not cause the County any concerns regarding the company's financial stability.

FVS' proposed cost for three years is summarized in the following table:

ITEM	AMOUNT
Transition cost	\$47,153.56
First year target services	\$954,468.00
Total first year cost	\$1,001,621.56
Three-year target services	\$2,883,341.00
Total three-year cost	\$2,930,494.56
Cost per VEU per year (552.5 VEUs)	\$1,768
Total staff positions	6
Mechanic staff positions	4

In our opinion, FVS' proposed cost is high for the services requested in the RFP. The County's is relatively new for primary vehicles (i.e., law enforcement, ambulances, transit) and most vehicles do not accumulate high mileage each year. The proposed cost per VEU of \$1,768 is high compared to other government fleets we have worked with and should be closer to \$1,200.

The high cost is driven, in large part, to high staffing levels. FVS has proposed 4 mechanics and two administrative staff. It is our opinion that 2 to 3 mechanics and 1 administrative/supervisory staff is sufficient to fulfill the scope of work. FVS also has high corporate costs and overhead when compared to Vector.

Vector Cost Proposal

Vector is an independent privately held company We believe this acquisition bolsters FVS' position as the largest provider of on-site fleet maintenance services and should not cause the County any concerns regarding the company's financial stability.

Vector's proposed cost for three years is summarized in the following table:

ITEM	AMOUNT
Transition cost	\$17,250

First year target services	\$723,345.92
Total first year cost	\$740,595.92
Three-year target services	\$2,224,740.78
Total three-year cost	\$2,241,990.78
Cost per VEU per year (1,154 VEUs)	\$648
Total staff positions	4.5
Mechanic staff positions	2.5

The cost proposed by Vector is more in-line with other contract costs we have seen in the industry. We still believe that staffing is one position high, and that one manager could provide the required fleet administration services and oversee 2.5 mechanics.

Vector's proposed cost per VEU of \$648 is lower than we would expect, and this is driven by the high number of total VEUs Vector used in its calculations. The cost per VEU would be \$1,353 if FVS' VEU count of 552.5 were used instead. This cost would be even more competitive (around \$100 per VEU less) if staffing is reduced by one position.

Scoring

On a 100-point scale Vector is allotted 100 points as the low-cost offer. FVS receives proportionally fewer points (24%) based on their higher bid – or 76 points.

RECOMMENDATIONS

FVS' price for three years is \$688,504 higher than that proposed by Vector. While FVS' technical proposal and qualifications were rated slightly higher than those of Vector, this small difference is not enough in our view to justify the increased cost.

Vector also can offer the County a better management information system and its close proximity to the Salisbury offers the prospect of high levels of management attention and customer service. Overall, Vector received 189 points in our evaluation and FVS received 169. Consequently, it is our recommendation that Rowan County proceed to contract negotiation with Vector as the lowest responsive and responsible proposer.

In negotiating with Vector, the County should seek to:

- Have Vector reduce staffing by one administrative position
- Have Vector reduce its price accordingly
- Have Vector use the FVS count of VEUs and recalculate cost per VEU according to the new adjusted price



Proposal

2021

Proposal for Fleet Management and Maintenance Services RFP# 2022-006

Best and Final Offer (BAFO)



Vector Fleet Management, LLC
9300 Harris Corners Parkway
Suite 350
Charlotte, NC 28269
Aubrey Felton
Executive Vice President
PH: (704) 597-2262
www.vectorfleet.com
12/6/2021



December 03, 2021

Rowan County Purchasing Department Attn: Anna Bumgarner – Director of Purchasing 130 West Innes Street Salisbury, NC 28144-4326

PH: 704-216-8100

Vector Fleet Management, LLC Aubrey Felton – Executive Vice President 9300 Harris Corners Parkway, Suite 350 Charlotte, NC 28269 PH: 704-597-2262

Ms. Bumgarner,

Vector Fleet Management would like to thank Rowan County for giving us the opportunity to answer any questions and address the following specific items for the best and final offer (BAFO).

- 1. Removing all the transit vehicles (The County has decided to service these Transit vehicles in their current method. In-house) this would be a total of 28 vehicles listed below.
- 2. Reevaluate your staffing. The County believes you may be able to reduce your staff by one position
- 3. Reevaluate the VEU cost. This cost was lower than expected because the VEU values were high.
- 4. How did removing Transit Vehicles effect 2 and 3?

We hope that you will find it complete and that it adequately addresses all your questions as follows.

Sincerely,

Aubrey Felton

Executive Vice President Vector Fleet Management, LLC



Best and Final Offer

Why Vector Fleet Management is the ideal team to Support Rowan County:

VFM is a privately held American owned company with over 34 years of background and experience in Government and Private fleet maintenance contract management and oversight. Being a privately owned company, we have never lost sight of our employees who contribute to our success in fulfilment of our fleet maintenance contracts.

At Vector Fleet Management we believe and practice these core beliefs for our employees every day:

- We invest in each employee's development through our Vector Technical Institute Training School
- We feel that every employee that wishes to better themselves deserves our full support
- We empower our employees to be their Clients voice and advocate in support of the contract and any circumstances that may arise
- . We provide full HR, administrative and support to ensure our employees are able to work at their best
- We value Safety in all our clients garages, and have an unmatched safety record with minimum "lost work time" for each of our clients
- We provide the tools and equipment to complete each job, each task, safely and efficiently
- We respect and value the opinion and input each employee has, especially those working on-site on behalf of our clients
- Nearly all of our Directors and Executive Management Staff hold multiple ASE Certifications. We are maintenance driven.

After 34 years, Vector Fleet Management knows who our Clients rely upon, it is the on-site employees and support staff to execute daily, 100% fulfilment of our word.

"Down the Road" in Charlotte, Rowan County can expect full support and commitment from our Corporate Management Team that will support rowan County and our on-site employees:

- · A specific understanding of the administrative, technical, financial, and managerial requirements;
- The relevant experience, organic expertise, and full complement of resources to perform the scope of work;

ent projects for our clients:

sfaction and the ability to offer services at a price that r constituents:

approach to fleet maintenance;

improvement is an evolutionary process that fosters and

a genuine desire to contribute to it;

s acumen and a solid financial posture;

and work entrusted to us;

Rowan County and the "VECTOR FLEETTEAM" ionships.

ion, nor in negotiation for divestiture, thereby assuring you ment, for the duration of this contract. Moreover, VFM has early demonstrating our superior difference when compared

nce with government operations and associated fleet ts which can crop up for an operation like Rowan County ements to mitigate and eliminate such areas.



In summary, VFM is committed to providing the highest quality service, on time and at a realistic price. We have the qualifications, processes, structure, tools, staffing, and management insight to fulfill this pledge.

1) Removing all the transit vehicles (The County has decided to service these Transit vehicles in their current method In-house) this would be a total of 28 vehicles listed below:





2) Reevaluate your staffing. The County believes you may be able to reduce your staff by one position:

Answer- VFM's original proposal included 2.5 technicians, 1 Site Manager and a full-time clerk/admin. We reduced our staffing to a Part-Time Clerk/Admin. We feel this is the correct Technician Staffing Level, 2.5 technicians. We are also responsible for transporting vehicles to subcontractors, which require staff. We cannot safely manage the contract with less staffing.

Position	Number of Employees
Site Manager	1
Part-Time Clerk/Admin	.5
Full-time Mechanics (1 – EVT Certified)	2
Part-time Mechanic	.5
Total Employees	4.0









3) Reevaluate the VEU cost. This cost was lower than expected because the VEU values were high:

Answer- Aside from reduction to a part-time clerk/admin, we are also able to remove parts from transit vehicles no longer being in scope.

Vector Fleet Management lowered the annual cost by the following:

- Year 1- Reduced by (\$61,005.91)
- Year 2- Reduced by (\$62,531.05)
- Year 3-Reduced by (\$64,094.32)
- 3-Year Total Reduction- (\$187,631.28)
- Parts Cost Reduced by (\$34,424)
- Reduced Parts Markup (1.5%)
- Total VEU Count Reduced by (466.8)

Reduction of our Non-Target parts mark-up from our proposed amount of 10% to 8.5%.

	APPENDIX D CO	OST PROPO	SAL FORMS								
	TARGET COST PROPOSAL										
	Vendor: Vector Fleet Management										
			Year One		Year Two		Year Three		3 Yr Total		
Wages and Salaries											
rrages and salaries	Management and Administrative	\$	70,351	\$	72,109	\$	73,912	\$	216,372		
	Mechanics	\$	130,651	\$	133,917	\$	137,265	\$	401,833		
	Parts Personnel	\$	-	\$	-	\$	-	\$	_		
	Other Personnel	\$	-	\$	-	\$	-	\$	-		
Subt	otal ·	\$	201,002	\$	206,027	\$	211,177	\$	618,205		
Fringe Benefits											
	Management and Administrative	\$	30,150	\$	30,904	\$	31,677	\$	92,731		
	Mechanics	\$	55,993	\$	57,393	\$	58,828	\$	172,214		
	Parts Personnel	\$	-	\$	-	\$	-	\$	-		
	Other Personnel	\$	-	\$	-	\$	-	\$	-		
Subt	otal	\$	86,144	\$	88,297	\$	90,505	\$	264,945		
Parts& Supplies		\$	207,576	\$	212,765	\$	218,085	\$	638,426		
Subcontractor Services		\$	40,000	\$	41,000	\$	42,025	\$	123,025		
Overhead		\$	77,943	\$	79,892	\$	81,889	\$	239,724		
Corp.& Admin. Fees		\$	49,676	\$	50,918	\$	52,191	\$	152,785		
Total Target C	Cost	\$	662,340.01	\$	678,898.51	\$	695,870.98	\$	2,037,109.51		

Notes:

- 1. Provide detail for each cost element on a separate page, as required.
- Explain changes from year-to-year on a separate page, as required.
- 3. Provide number or personnel in each staffing category for wages, salaries and fringe benefits

Management and Administrative 1.5

Mechanics 2.5

Parts Personnel

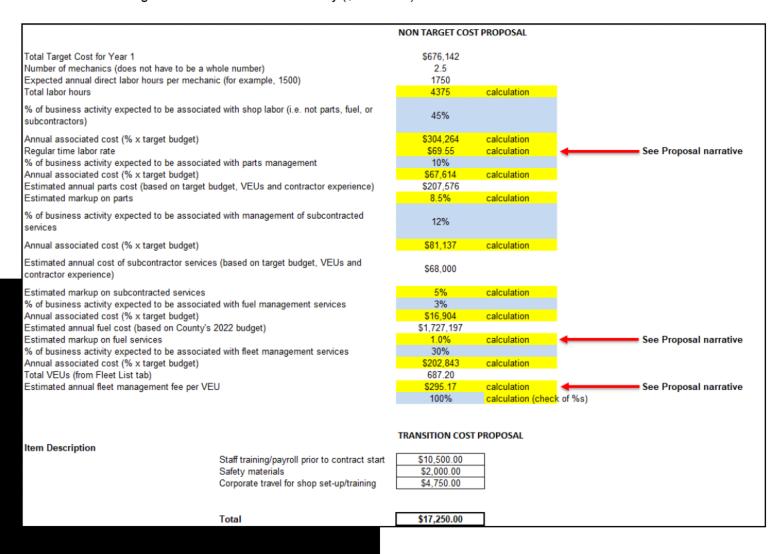
Other Personnel



Question 3 Cont'd:

Answer- Vector Fleet Management was able to lower several cost components once the Transit vehicles were removed.

- Annual associated cost reduced by (\$27,453)
- Regular Time Labor rate reduced by (\$6.27/hour)





4) How did removing Transit Vehicles effect 2 and 3?

Answer- Transit vehicles play a vital role in every community. These vehicles often require additional maintenance and repair procedures. Not only for uptime, safety, but per FTA guidelines. Removing these vehicles has had a positive effect, as far as pricing and parts mark-up for Rowan County. Please know that VFM is very familiar with a transit fleet, and the County may ask to roll these units back into our maintenance program at any time, if we are the selected vendor.

Aside from reduction to a part-time clerk/admin, we are also able to remove parts from transit vehicles no longer being in scope.

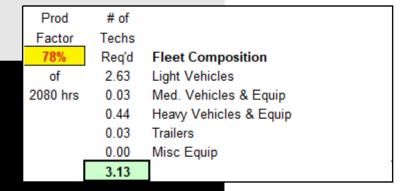
Vector Fleet Management lowered the annual cost by the following:

- Year 1- Reduced by (\$61,005.91)
- Year 2- Reduced by (\$62,531.05)
- Year 3-Reduced by (\$64,094.32)
- 3-Year Total Reduction- (\$187,631.28)

Reduction of our Non-Target parts mark-up from our proposed amount of 10% to 8.5%.

VFM's original proposal included 2.5 technicians, 1 Site Manager and a full-time clerk/admin. We reduced our staffing to a Part-Time Clerk/Admin. We feel this is the correct Technician Staffing Level, 2.5 technicians. We are also responsible for transporting vehicles to subcontractors, which require staff. We cannot safely manage the contract with less staffing.

Below is the Vector Fleet Management internal calculation for technician staffing based on County Fleet:

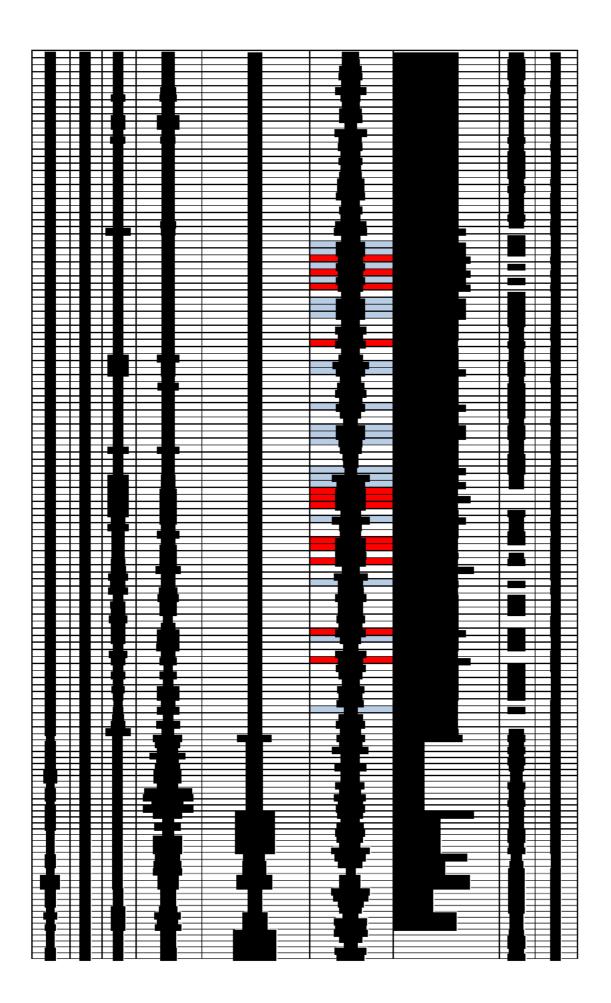


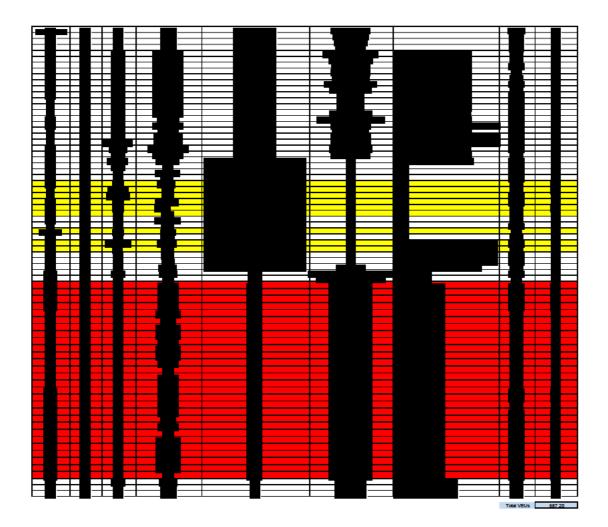
APPENDIX A - FLEET LIST

Instructions and notes Proposers must enter a VEU value for each vehicle on the list of Target Vehicles. VEU values and calculated cost per VEU will be used, among other things, to establish a final first year target budget thus accounting for changes in leet size and composition that may happen between the time of reeasing this RFP and finalizing contract with the successful proposer.

TARGET VEHICLE LIST

Vehicle numb assigned by th County	er ne V	ehicle Year	Vel	nicle Make	Vehi	icle Model	De	partment		Driver	can be inspected (this includes		August 202 Odometer reading		Vehi Equivale	
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Proposal

2021

Proposal for Fleet Management and Maintenance Services RFP# 2022-006

Cost Proposal Part II

ORIGINAL



Vector Fleet Management, LLC
9300 Harris Corners Parkway
Suite 350
Charlotte, NC 28269
Aubrey Felton
Executive Vice President
PH: (704) 597-2262
www.vectorfleet.com
10/18/2021

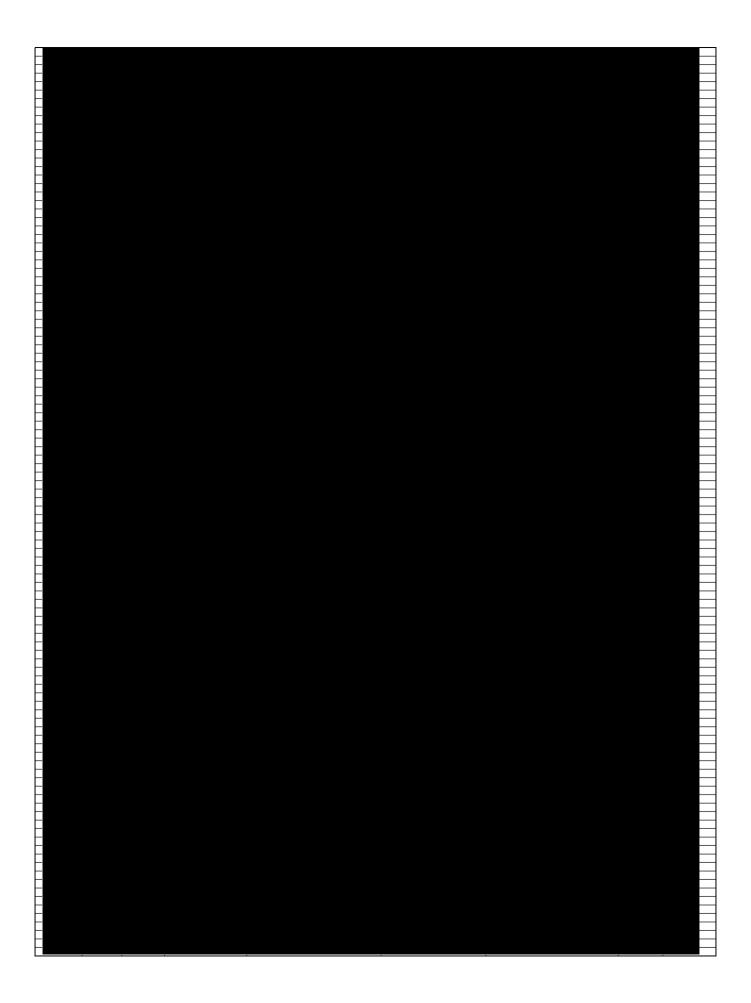
VFM has included all active and spare vehicles in our VEU calculations. Out-of-Service and "Spare Parts" vehicles are excluded from the VEU calculations, since these vehicles are currently not utilized. Please note, at any time the County may request any of these vehicles be added, and VFM will apply the appropriate VEU.

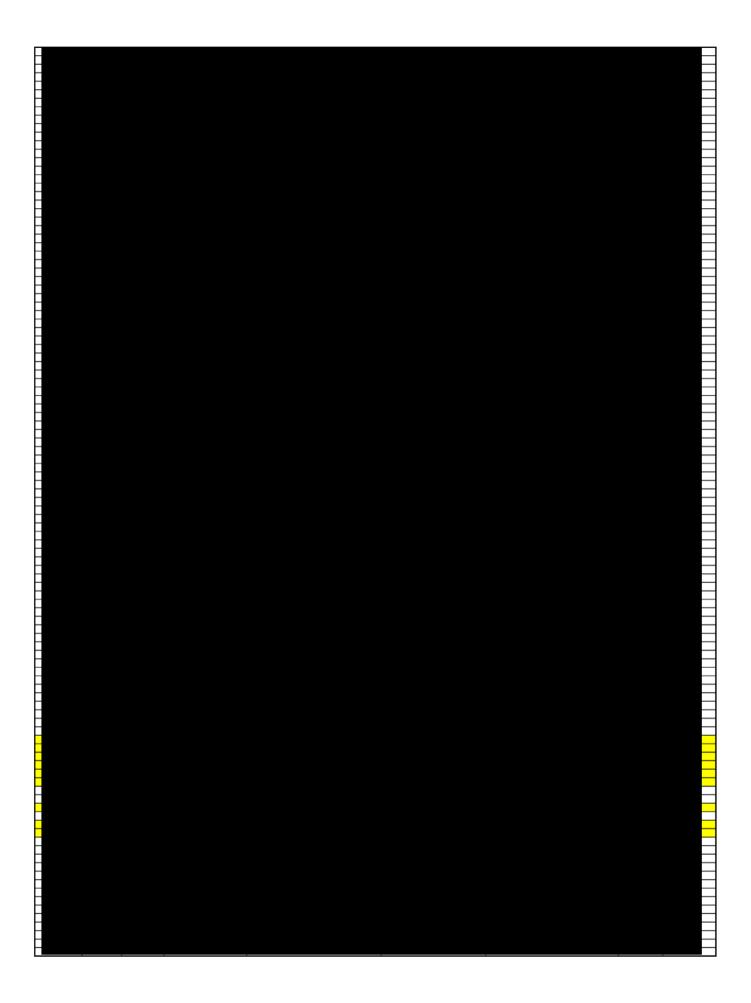
APPENDIX A - FLEET LIST

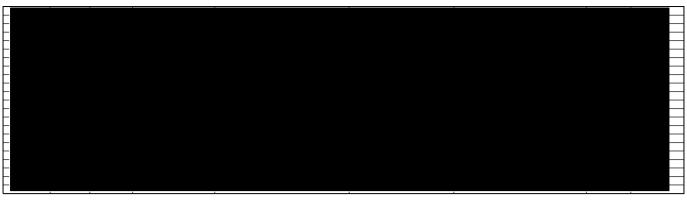
Instructions and notes Proposers must enter a VEU value for each vehicle on the list of Target Vehicles. VEU values and calculated cost per VEU will be used, among other things, to establish a final first year target budget thus accounting for changes in fleet size and composition that may happen between the time of reeasing this RFP and finalizing contract with the successful proposer.

TARGET VEHICLE LIST

Vehicle number assigned by the County	Vehicle Year	Vehicle Make	Vehicle Model	Department	Driver	The physical address of where the vehicle can be inspected (this includes decommissioned and out-of-service vehicles)	August 2021 Odometer reading	Vehicle Equivalent Unit
-								







Total VEUs 1154.00

APPENDIX D COST PROPOSAL FORMS

TARGET COST PROPOSAL

		Vendor: Vec	or Fleet Manager	ment	t		
			Year One		Year Two	Year Three	3 Yr Total
Wages and Salaries							
	Management and Administrat	ve \$	75,715	\$	77,608	\$ 79,548	\$ 232,870
	Mechanics	\$	140,613	\$	144,129	\$ 147,732	\$ 432,473
	Parts Personnel	\$	-	\$	-	\$ -	\$ -
	Other Personnel	\$	-	\$	-	\$ -	\$ -
	Subtotal	\$	216,328	\$	221,736	\$ 227,280	\$ 665,344
Fringe Benefits							
	Management and Administrat	ve \$	32,449	\$	33,260	\$ 34,092	\$ 99,802
	Mechanics	\$	60,263	\$	61,769	\$ 63,314	\$ 185,346
	Parts Personnel	\$	-	\$	-	\$ -	\$ -
	Other Personnel	\$	-	\$	-	\$ -	\$ -
	Subtotal	\$	92,712	\$	95,030	\$ 97,406	\$ 285,147
Parts& Supplies		\$	242,000	\$	248,050	\$ 254,251	\$ 744,301
Subcontractor Services		\$	40,000	\$	41,000	\$ 42,025	\$ 123,025
Overhead		\$	78,055	\$	80,006	\$ 82,007	\$ 240,068
Corp.& Admin. Fees		\$	54,251	\$	55,607	\$ 56,997	\$ 166,856
Total Ta	arget Cost	\$	723,345 92	\$	741,429.56	\$ 759,965 30	\$ 2,224,740.78

Notes:

- 1. Provide detail for each cost element on a separate page, as required.
- 2. Explain changes from year-to-year on a separate page, as required.

3. Provide number or personnel in each staffing category for wages, salaries and fringe benefits

Management and Administrative

Mechanics

2

25 Parts Personnel Other Personnel

NON TARGET COST PROPOSAL

Total Target Cost for Year 1	\$723.346		
Number of mechanics (does not have to be a whole number)	25		
Expected annual direct labor hours per mechanic (for example, 1500)	1750		
Total labor hours	4375	calculation	
% of business activity expected to be associated with shop labor (i.e. not parts, fuel, or	45%		
subcontractors)			
Annual associated cost (% x target budget)	\$325,506	calculation	
Regular time labor rate	\$74.40	calculation	See Proposal narrative
% of business activity expected to be associated with parts management	25%		•
Annual associated cost (% x target budget)	\$180.836	calculation	
Estimated annual parts cost (based on target budget, VEUs and contractor experience)	\$242,000		Regular Time Labor Rate: VFM used the County
Estimated markup on parts	10.0%	calculation	
			included formulas, however we propose a Regular
% of business activity expected to be associated with management of subcontracted services	12%		Labor Rate of \$49/hour to used for any Non-Target
			labor cost to County.
Annual associated cost (% x target budget)	\$86,802	calculation	labor cost to county.
, , , , , , , , , , , , , , , , , , , ,	¥,		
Estimated annual cost of subcontractor services (based on target budget, VEUs and contractor	\$68,000		Estimated mark-up on Fuel Services:
experience)	*		VFM used the County included calculations, however
Estimated markup on subcontracted services	5%	calculation	· · · · · · · · · · · · · · · · · · ·
% of business activity expected to be associated with fuel management services	3%		we Propose NO mark-up to County for Fuel Services.
Annual associated cost (% x target budget)	\$18,084	calculation	
Estimated annual fuel cost (based on County's 2022 budget)	\$1,727,197		
Estimated markup on fuel services	1.0%	calculation	See Proposal narrative
% of business activity expected to be associated with fleet management services	15%		
Annual associated cost (% x target budget)	\$108,502	calculation	
Total VEUs (from Fleet List tab)	1154.00		
Estimated annual fleet management fee per VEU	\$94 02	calculation	
	100%	calculation (check	of %s)

Item Description

Staff training/payroll prior to contract start Safety materials
Corporate travel for shop set-up/training

\$10,500.00
\$2,000 00
\$4,750 00

TRANSITION COST PROPOSAL

Total

\$17,250.00

Vector Proposal for Vehicle Equivilant Unit Cost, per RFP Section XIII Mii

\$626.82



1. Provide detail for each cost element on a separate page, as required.

Wages and Salaries

The Wages and Salaries Amount specified on the Bid Cost Breakdown includes all management, clerks and technician labor. Labor costs includes all wages, salaries and payroll taxes for all labor classifications provided.

Fringe Benefits

Fringe benefits are our included cost to provide health care, 401k savings, insurance and other ancillary benefits to each employee. We have provided a breakdown of our fringe benefits on following pages.

Parts and Supplies

Our annual fixed Target cost includes all repair parts and materials (excluding applicable sales taxes), bulk fluids (excluding fuel), lubricants, batteries, freight charges on parts, unserviceable cores, and warranty credits.

Subcontractor Services

Subcontracted service costs are the cost for both parts and labor performed by outside subcontractors for such repairs as engine/ transmission rebuilding, radiator repair, or glass repairs, etc. which are not considered capital improvement or directed work.

Overhead

These costs include miscellaneous direct expenses that are incurred in the normal day-to-day operation of the maintenance facility and in the administration of the contract. Expenses included, but not limited to; • Safety/environmental supplies • Training certifications • Garage Insurance • Waste disposal • Uniforms and cleaning • Bonding Costs • Equipment maintenance • Postage and office supplies • Employee drug testing and background checks • Employee recruitment • Janitorial Services • Office Supplies

Corporate Administration and Fee's

This cost includes our corporate support staff and departmental cost, as well as our fee for managing this contract.

Transition Cost

Cost to transform a largely idle fleet maintenance shop into an active, productive and safe fleet maintenance center.

2. Explain changes from year-to-year on a separate page, as required.

Vector Fleet Management took the average percentage of increase/decrease of CPIU for last 24 months. We used these historical averages as an adjustment for years 2 and 3.



3. VFM Benefits

August 1, 2020 - July 31, 2021 Benefits Summary Sheet - Non-Exempt Employee's

<u>Vacation</u> – Employees will earn paid leave on an accrual basis. For each payroll period worked, hours will be accrued based on years of service.

Holidays - Seven (7) paid holidays per year for full-time employees.

Group Insurance – Group insurance benefits are eligible for full time employees only. Effective date of coverage for company insurance benefits are the (1st) day of the month after your hire date.

<u>Life and AD&D Insurance</u> – <u>Company paid</u> life insurance is base salary up to a maximum of \$100,000. AD&D is double indemnity of base salary.

<u>Increased and Dependent Life Insurance</u> – Voluntary after tax deduction for employee increased life insurance benefits and dependent life insurance. Your contribution is dependent upon how much life insurance you select as well as your age.

Short Term Disability – Voluntary after tax deduction for the weekly benefit amount of 60% of your gross weekly earnings up to \$1,000, whichever is less. 24 weeks maximum.

Medical Insurance - Two medical plans offered through UMR.

Pharmacy - OptumRx

High Deductible Health Plan with Health Savings Account (HSA) Option - \$3,000 / 10% after deductible. Preventative Services are covered 100%. Certain preventative medications on OptumRx's Preventative Prescription Drug List are at no cost. All other covered medical services and prescription medications are subject to the plan year deductible. Once the plan year deductible has been satisfied, there are copayments for office visits \$35, specialist visits \$70, urgent care visits \$75, and emergency room visits are 10% after deductible. The plan will cover 90% for covered services and prescription medications are covered at 100% after the deductible is met.

Health Savings Account (HSA) Contributions – Contributions are made on a pre-tax basis through payroll and used to help pay for qualified health care related expenses.

Copay Plan with Flexible Spending Account (FSA) Option - \$2,500 / 20% after deductible. Preventative Services are covered 100%. Primary office visits \$20 copay, specialist visits \$75 copay (8 visits limit), urgent care visits \$40 copay, and emergency room visits 20% after deductible. The plan will cover 80% for covered services after the deductible is met. Prescription coverage for Retail Copays Tier 1 \$10, Tier 2 \$40, and Tier 3 \$80. Specialty Copays \$200.

Flexible Spending Account (FSA) Contributions – Contributions are made on a pre-tax basis through payroll and used to help pay for qualified health care related expenses.

<u>Dental Insurance</u> – This plan is through MetLife, the dental plan gives you freedom of choice of a dentist and includes coverage of routine check-ups as well as major dental procedures and limited coverage for orthodontia.

<u>Vision Insurance</u> – This plan is through MetLife. In-network, benefits covered in full after applicable co-pay. This includes yearly comprehensive exam, eyeglasses or contact lenses in lieu of eyeglasses. Co pays for in-network services are; exam – \$10, materials - \$25.

401(k) Retirement Savings Plan – After six (6) months of full time service you are automatically enrolled in the 401(k) Plan at a deferral rate of 4% earnings, unless you decline enrollment. Plus you will receive a company match of 50% on the first 5% you save.

*Fee Reimbursement – The Company will reimburse ASE testing fees for certifications in a related field; and CDL fees, including required physical if the Vector site requires a CDL.

August 1, 2020 – July 31, 2021 Benefits Summary Sheet – Non-Exempt Employee's

*Employee Referral Compensation – The Company will pay \$500 after referred full time employee completes 90 days of service with the Company.

*Uniform Service - Company furnished uniform service. *Technicians Only

The above is only a summary of the benefits offered. The plan documents provide the details of each benefit.



VFM Benefits Cont'd

August 1, 2020 – July 31, 2021 Benefits Summary Sheet – Exempt Employee's

<u>Vacation</u> – Employees will earn paid leave on an accrual basis. For each payroll period worked, hours will be accrued based on years of service.

Holidays - Seven (7) paid holidays per year for full-time employees.

Group Insurance – Group insurance benefits are eligible for full time employees only. Effective date of coverage for company insurance benefits are the (1st) day of the month after your hire date.

Life and AD&D Insurance – Company paid life insurance is base salary up to a maximum \$100,000. AD&D is double indemnity of base salary.

Increased and Dependent Life Insurance – Voluntary after tax deduction for employee increased life insurance benefits and dependent life insurance. Your contribution is dependent upon how much life insurance you select as well as your age.

Short Term Disability – Company paid short term disability. The maximum benefit amount is 70% of your gross weekly earnings up to \$3,000, whichever is less, 24 weeks maximum.

<u>Long Term Disability</u> – <u>Company paid</u> long term disability. The long term disability benefit amount is 66.67% of your pre-disability monthly earnings. The maximum monthly benefit is \$7.500.

Medical Insurance - Two medical plans offered through UMR.

Pharmacy - OptumRx

<u>High Deductible Health Plan with Health Savings Account (HSA) Option</u> - \$3,000 / 10% after deductible. Preventative Services are covered 100%. Certain preventative medications on OptumRx's Preventative Prescription Drug List are at no cost. All other covered medical services and prescription medications are subject to the plan year deductible. Once the plan year deductible has been satisfied, there are copayments for office visits \$35, specialist visits \$70, urgent care visits \$75, and emergency room visits are10% after deductible. The plan will cover 90% for covered services and prescription medications are covered at 100% after the deductible is met

<u>Health Savings Account (HSA) Contributions</u> – Contributions are made on a pre-tax basis through payroll and used to help pay for qualified health care related expenses.

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Flexible Spending Account (FSA) Contributions – Contributions are made on a pre-tax basis through payroll and used to help pay for qualified health care related expenses.

<u>Dental Insurance</u> – This plan is through MetLife, the dental plan gives you freedom of choice of a dentist and includes coverage of routine check-ups as well as major dental procedures and limited coverage for orthodontia.

<u>Vision Insurance</u> – This plan is through MetLife. In-network, benefits covered in full after applicable co-pay. This includes yearly comprehensive exam, eyeglasses or contact lenses in lieu of eyeglasses. Co pays for in-network services are; exam – \$10, materials - \$25.

401(k) Retirement Savings Plan – After six (6) months of full time service you are <u>automatically enrolled</u> in the 401(k) Plan at a deferral rate of 4% earnings, <u>unless you decline enrollment</u>. Plus you will receive a <u>company match of 50% on the first 5% you save</u>. No waiting period for rollovers

The above is only a summary of the benefits offered. The plan documents provide the details of each benefit.

ADDENDUM #1

To: All Proposers

From: Anna Bumgarner | Director of Purchasing/Contract Administration

Date: September 15, 2021

Subject: Fleet Management and Maintenance Services RFP # 2022-006

This addendum issued for the purpose of amending the requirements of Fleet Management and Maintenance Services RFP # 2022-006, and is hereby made part of the service request document to the same extent as though it were originally included therein.

Title Page

Preproposal Conference: Thursday September 23, 2021

Time: 1:00PM

Location: 425 Airport Road, Salisbury, NC 28147

Web meeting link: Join Zoom Meeting

https://rowancountync.zoom.us/j/99450364159?pwd=aG1DS1E4RFozQmN6Q29nTUJ0e

ktoQT09

Meeting ID: 994 5036 4159

Password: 674263

Phone dial in link: Dial by your location

+1 720 928 9299 US (Denver)

+1 213 338 8477 US (Los Angeles)

+1 602 753 0140 US (Phoenix)

Meeting ID: 994 5036 4159

Password: 674263

following the conference, a tour of the shop will be conducted

Page 2, Section I

1) **DEADLINE FOR SUBMISSION**: 1 P.M. Thursday, October 21, 2021

Page 35, Appendix A

Posted on County website https://www.rowancountync.gov/675/Purchasing See Attachment A and D

Page 38, Appendix D

Posted on County website https://www.rowancountync.gov/675/Purchasing See Attachment A and D

ADDENDUM #2

To: All Proposers

From: Anna Bumgarner | Director of Purchasing/Contract Administration

Date: September 30, 2021

Subject: Fleet Management and Maintenance Services RFP # 2022-006

This addendum issued for the purpose of amending the requirements of Fleet Management and Maintenance Services RFP # 2022-006 and is hereby made part of the service request document to the same extent as though it were originally included therein.

Q1. Page 3- Purpose of Solicitation

- A. iii. Question regarding the RFP budget of \$383,000. Confirming that this is the amount that was budgeted for 2022 spend; however, this spend was determined prior to undertaking this initiative. The entire 2022 budget will cover the cost of vehicle maintenance & repair including the cost of management and technicians and any admin required as a result of the requirements documented within the RFP.
- A1. The \$383,000 is the amount in the current FY22 Budget for spend on vehicles. The services requested in this RFP are not currently part of the FY22 Budget. A Budget amendment will need to be done once the amount of this contract is determined.
- Q2. Page 4- Tooling- What existing tooling/equipment will be made available to the contractor to use from existing shop if any?
- A2. Refer to the list provided in the RFP and the video.
- Q3. Page 5 Contract Period-Commencement of Operations- Is there any flexibility in the time requirement of the 60 days?
- A3. The County prefers that the selected contractor start operations within 60 days. However, firms are free to propose alternatives that are supported by a business case narrative.
- Q4. Page 9- EVT Certification- According to www.evtcc.org/faq, "EVT exams are offered at "Nationwide" test sites only twice a year, in June and October.", Just a call out that this will require a grace period depending upon start date, is this accurate?
- A4. The County prefers that the selected contractor provide technicians that are EVT certified at the outset of operations. However, firms are free to propose alternatives that are supported by a business case narrative.

- Q5. Page 10- Other Inspections-Crane and Aerial Inspections- Does the County currently have specific inspection criteria and/or possess testing equipment for these inspections?
- A5. This requirement can be deleted as the County does not have cranes or aerial devices.
- Q6. Page 12- Tire Purchasing-Are there currently any tire purchasing programs in place that the contractor will have to either assume or participate in?
- A6. No
- Q7. Page 14- New Vehicle Acceptance-Does the County have specific vendors that should be utilized by contractor for installation of radios, computer equipment, etc.?
- A7. The County does work with several vendors for radio installation and computer equipment. This process is typically done at the time of purchase for public safety vehicles. The City of Salisbury radio shop typically performs most installations at their facility.
- Q8. Page 15- Inclement Weather Support-To what extent of support is expected during the "weather events" and is the support within the scope of maintenance and repair?
- A8. The contractor must provide full support for fleet maintenance during weather events. This will be a target service unless support is provided after normal business hours.
- Q9. Page 16- Part and Inventory Mgmt. (Procurement)-Are there any existing purchasing programs that contractor will be required to utilize on behalf of the County? Does the County have any parts inventory?
- A9. The County does not have any existing purchasing programs or contracts in place. There is no parts inventory.
- Q10. Page 17- Title and Registration- What is the average annual quantity of new vehicles during the past (5) years that have required title and registration?
- A10. Please refer to the provided vehicle inventory for a list of vehicles by model year.
- Q11. Page 27- Daily and Monthly Reports-Are you willing to look at proposals that are not based in a transactional model?
- A11. The County is open to reporting alternatives that are supported by a business case narrative.
- Q12. General: Vehicle Document-Should vehicles marked as out of service be included in the fleet count?
- A12. Yes

- Q13. Fleet List Can you provide the serial numbers/VINs for each of the units listed in the RFP?
- A13. This information is not available.
- Q14. Fleet List What type of body is mounted on the rear of 9435 Freightliner (RCSO)?
- A14. It is a storage/utility box. At one time it was used at the airport as a water tank. Box shows Reading Body Works, Inc Model # SPM60-HD132AW Serial 252093
- Q15. Fleet List What type of body is mounted on the rear of trucks belonging to Environmental Management (Landfill/Recycling):
- A15. 222 1990 Peterbilt Water Tank Truck
 - 9930 1996 Mack DM6905 Roll off
 - 9927 1999 International 4700 Flat Dump Bed
 - 735 2002 Freightliner Road Tractor (water tanker)
 - 1116 2005 Mack Granite Dumb Truck
 - 1213 2012 Mack Granite Roll Off
 - 1326 2013 Ford F550 Service Body Truck
 - 1327 2013 Ford F650 Flat Dump Bed
 - Not issued 2021 Mack Granite Roll off

The County does employee one heavy equipment mechanic and plans to keep servicing the Environmental Management heavy equipment in house.

Environmental Management would like for tag and title to be handled by the contracted vendor.

- Q16. Fleet List what type of body is mounted on the rear of trucks and vans belonging to Emergency Services, are they ambulances?
- A16. 1418-Taylor Made Ambulance
 - 1419-Taylor Made Ambulance
 - 1528-Medix Ambulance
 - 1529-Medix Ambulance
 - 1623-Medix Ambulance
 - 1624-Medix Ambulance
 - 1717-Medix Ambulance
 - 1718-Medix Ambulance
 - 1719-Medix Ambulance
 - 1817-Medix Ambulance
 - 1818-Medix Ambulance
 - 1924-Medix Ambulance
 - 1925-Medix Ambulance
 - 2020-Medix Ambulance
 - 2021-Medix Ambulance

- Q17. Fleet List Are 0204 and 0422 belonging to Emergency Services, Hazmat Bodied Trucks?
- A17. 0204-Pierce walk in rescue body 0422-Pick up body with camper shell
- Q18. Fleet List are the following units belonging to Transit department, cutaway buses or regular passenger vans?
- A18. 49112-Cutaway 50292-Cutaway 37104-Para-Transit Van 1802-Para-Transit Van 1904-Cutaway
- Q19. Can the main drive through be used for performing repairs during off-hours (after 5 PM or weekends)?
- A19. The Drive thru can be used with proper authorization. The building locks down after 5PM on M-F operation. Weekends and Holidays are locked down 24 hours.
- Q20. Since the roll-off trucks will not fit in the 2-bay shop area provided, is there any shop area available for use for maintenance of these units at the landfill?
- A20. No, the County does employee one heavy equipment mechanic and plans to keep servicing the Environmental Management heavy equipment in house. Environmental Management would like for tag and title to be handled by the contracted vendor.
- Q21. II. PURPOSE OF SOLICITATION Section b) Overview Of Fleet Operations In The County, #iii---What is the total project budget including staffing, equipment, repairs, maintenance, etc.? Does the \$383K only cover Repair & Maintenance, not staffing, etc?
- A21. See the A1
- Q22. TARGET SERVICES, VIII VEHICLE MAINTENANCE AND REPAIR, 1) Welding and Fabrication---Will the County be proving the welding equipment, or should contractor include the costs in their proposal, as this service is required by the RFP?
- A22. The County will not provide any welding equipment. Firms may elect to outsource these services or include equipment in their transition cost proposal.
- Q23. TARGET SERVICES, VIII VEHICLE MAINTENANCE AND REPAIR, f) Tire Services---Will the County be proving the tire equipment, or should contractor include the costs in their proposal as this service is required by the RFP?
- A23. The County will not provide any tire equipment. Firms may elect to outsource these services or include equipment in their transition cost proposal.

- Q24. Should the contractor plan to provide all diagnostic equipment?
- A24. The list of equipment the County will provide is included in the RFP appendix. Firms should list any additional equipment in their transition cost proposal.
- Q25. Is there a bid or performance bond with this contract?
- A25. A bid or performance bond is **not** required.
- Q26. Attachment A Fleet List and VEUs- Are designated "out of service" and "spare" vehicle assets of County to be excluded from VEU calculations?
- A26. See A12.
- Q27. Attachment A Fleet List and VEUs- Could you provide a description of all the vehicle models. For example, Emergency Services has Ford E450 trucks. Are these ambulances or Brush trucks? If ambulances, what body OEM? Etc.
- A27. See A14-17.
- Q28. May we have a list of all the fleet maintenance vendors attending the pre-bid meeting?
- A28. First Vehicle Services, Shenandoah Valley Fleet Maintenance and Management, Transervice, and Vector Fleet Management
- Q29. Do patrol vehicles have individual drivers or does Rowan County slip seat?
- A29. The majority of the Sheriff vehicles have individual drivers.
- Q30. Do we have a separate parts room?
- A30. There is not current parts room space. This is a large warehouse so an area could be designated for parts. The office space is large enough to store sufficient parts. When operating repairs to fleet maintenance in the past, it was large enough with shelve racks and office staff. If not large enough, there may be suitable space available, but not secured.
- Q31. What is the size of the office space?
- A31. 18' \times 15.5' = 279 square feet
- Q32. Will the breakroom be shared?
- A32. Yes, the breakroom will be shared space with our facilities staff. They are out in the field most of the day.
- Q33. Is the shop wired for internet?
- A33. Yes, the current office space has both wired and Wi-Fi available.
- Q34. Would it be possible to get a copy of the shop video to share with my colleagues preparing our proposal?
- A34. The video is available at: https://vimeo.com/611977964/596c422112



ADDENDUM #3

To: All Proposers

From: Anna Bumgarner | Director of Purchasing/Contract Administration

Date: October 4, 2021

Subject: Fleet Management and Maintenance Services RFP # 2022-006

This addendum issued for the purpose of amending the requirements of Fleet Management and Maintenance Services RFP # 2022-006 and is hereby made part of the service request document to the same extent as though it were originally included therein.

Q1. In reference to Addendum # 2, Q20 Environmental Management trucks; the answer you provided was that the County does employee one heavy equipment mechanic in house. Does that mean that mechanic will also service the units addressed in Q15? Or will the Contractor maintain these units and should include them in their bid?

- A1. As stated in Q15 of Addendum 2, the county does plan to continue to maintain and service the heavy equipment in the Environmental Management Department. The County would like for the contract to handle the tag and title for the listed equipment.
- Q2. The County would like for the contract to handle the tag and title for the listed equipment in Q15, and do repair work for these trucks, just not the off-road equipment. Correct?
- A2. The contract will only handle tag and title. No other work for the items listed in Addendum 2 A15 will be handled by the contract.
- Q3. Addendum 2 A15, indicates the County will retain a mechanic for Environmental Management and this mechanic maintains the aforementioned 9 vehicles/equipment. Is this employee in a Union? If yes, which Union and is the Union the same as other County employees?
- A3. No, this employee is not part of a Union.



ADDENDUM #4

To: All Proposers

From: Anna Bumgarner | Director of Purchasing/Contract Administration

Date: October 15, 2021

Subject: Fleet Management and Maintenance Services RFP # 2022-006

This addendum issued for the purpose of amending the requirements of Fleet Management and Maintenance Services RFP # 2022-006 and is hereby made part of the service request document to the same extent as though it were originally included therein.

Q1. Section VI. c) Cost Adjustment for Changes in Fleet Size. The example provided has an error. It states that:

"If the size of the County's fleet were then to increase by five (5) vehicles that had a total vehicle equivalent numerical value of 15 during the third month of contract operations, then the contractor could apply for an increase to its Target Budget of \$1,500 per month beginning in month four (4) of contract operations."

A1. It should be ...an increase to its Target Budget of \$1,250 per month....

X Jr / Febr 10/19/21

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: Anna Bumgarner

DATE: 12/17/21

SUBJECT: Agreement with Girl Scouts Hornets' Nest

Rowan County has had a long-standing mutual agreement with Girl Scouts Hornets' Nest for use at Dan Nicholas Park. Recently the Girl Scouts reached out to have a more formal agreement. Purchasing worked with Parks and Recreation and the County Attorney to create an agreement. This is a no cost agreement that allows the Girl Scouts to use the area designated for them and maintain that area.

Attached proposed agreement with Girl Scouts Hornets' Nest.

Purchasing Director recommends that the Board of Commissioners authorize the County Manager to sign an agreement with Girl Scouts Hornets' Nest for use of Dan Nicholas Park.

ATTACHMENTS:

DescriptionUpload DateTypeGirl Scouts Hornets' Nest Agreement12/17/2021Cover Memo

ROWAN COUNTY

GROUND LEASE

This Ground Lease is made and entered into this the day of	_, 2021, by
and between Rowan County, a body politic, hereinafter "Lessor", and Girls Scouts	, Hornets'
Nest Council, a North Carolina non-profit corporation, hereinafter "Lessee".	

WITNESSETH:

THAT WHEREAS, the Lessor is the Owner of a tract of land commonly known as Dan Nicholas Park in Rowan County, North Carolina (hereinafter "Park"), and has allowed Lessee permissive use of a portion of said Park since 1973 for purposes of maintaining and occupying certain buildings and area around such buildings for use by its scouts and leaders consistent with its corporate existence, the same being shown upon the map attached hereto and incorporated herein as Exhibit A, (hereinafter the "Premises"), which Lessor wished to lease to Lessee pursuant to the terms herein contained.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

- 1. That the Initial Term of this Lease Agreement shall be for ten (10) years beginning on January 1, 2022 and extending through December 31, 2031. Lessee shall have two (2) additional options to extend this Lease Agreement for ten (10) years each at its sole discretion exercised by providing written notice to Lessor at least 30 days prior to the end of the Initial Term or any Extended Term. This Lease Term is exempt from any public notice and upset bid requirements for leases of ten (10) years or more by virtue of NCGS 153A-449 and 160A-279 allowing transfers to non-profit corporations carrying out a public purpose, including leases of ten (10) years or more without public hearing and upset bid processes.
- 2. Lessor shall waive any rental payments in exchange for Lessee remaining responsible for all of its building maintenance and utilities for the Premises.
- 3. Lessor shall be responsible for maintaining all roads into and out of the Park and Premises and operating the Park during normal and customary operating hours as set and posted annually.
- 4. Lessee shall have access to the Premises as customarily allowed for overnight camping operations and shall follow all policies of the Lessor and Park Advisory Board applicable to the Premises; provided, however, the Premises shall not be available during the annual

- Autumn Jubilee Festival. or as it may hereinafter be called by another name. Furthermore, the Premises shall not be available for any other festival where such restriction shall be made know by Lessor to Lessee at least sixty (60) days in advance by written notice.
- 5. Lessee shall at all times during the period of this Lease Agreement (1) hold the Lessor harmless from any claims, demands, actions, or causes of action that may result from Lessee's negligence arising from Lessee's use of the Premises or the use of the Premises by any person, agent, firm or corporation acting on behalf of the Lessee, and (2) provide a policy of general liability insurance (a) naming Lessor as Additional Insured, (b) with policy limits not less than \$1,000,000.00, and (c) such policy shall require at least thirty (30) days notice to Lessor of any intended cancellation.
- 6. Lessee agrees to maintain the Premises in a reasonably clean condition and shall keep the Premises free of any hazardous condition.
- 7. No alteration, addition or improvement to the leased property shall be made by the Lessee without written consent of the Lessor. Any alteration, addition or improvement made by the Lessee after such consent shall have been given, and any fixtures installed as part thereof, shall, at the Lessor's option, become the property of the Lessor upon the expiration or other sooner termination of this Lease; provided, however, that the Lessor shall have the right to require the Lessee to remove such alteration, addition or improvement at the Lessee's cost upon such termination of this Lease.
- 8. If the Lessee chooses not to renew this Lease Agreement for any additional period, it is understood and agreed that the Premises, together with all improvements or structures and fixtures erected on the Premises shall, in all respects, be retained by the Lessor.
- 9. In the event that any condition of the Lease Agreement shall not have been complied with for a period of fifteen (15) days, this Lease Agreement shall be in default and the Lessor shall have the option of terminating the Lease Agreement, provided that prior to termination the Lessor gives Lessee at least ten (10) days written notice of the default, during such time the Lessee shall have an opportunity to cure such default and remedy the condition which the Lessor believes to have been breached.
- 10. This Lease Agreement may be terminated by Lessee with thirty (30) days written notice to Lessor.

11. Notices:

- a. if to Lessor: ATTN County Manager, 130 W. Innes Street, Salisbury, NC 28144
- b. if to Lessee: ATTN Property Specialist, 7007 Idlewild Road, Charlotte, NC 28212
- 12. This Lease Agreement shall be binding upon the heirs, executors, administrators, and assigns of Lessor, and the parties have caused this indenture to be executed the day and year first above written.
- 13. This Lease Agreement has been pre-audited in the manor required by the Local Government and Fiscal Control Act.

14. Laws of the State of North Carolina shall apply.

{Signature Page Follows}

Signature Page:	Girl Scout	Lease Dan	Nicholas Park
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Lessor: Rowan County, a body politic

BY:

Its: Manager/Chairman

Lessee: Girl Scouts, Hornets' Nest Council

BY:

Its: President/Chairperson

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: Anna Bumgarner

DATE: 12/17/21

SUBJECT: Lease Agreement with First Baptist Church

Rowan County has had a lease agreement with First Baptist Church for use of two parcels located at 219 W. Liberty Street and 219 N. Jackson Street for parking. This agreement clarifies the term to automatically renew annually unless terminated per item 7 of the lease agreement.

Attached proposed agreement with First Baptist Church.

Purchasing Director recommends that the Board of Commissioners authorize the County Manager to sign an agreement with First Baptist Church for parking at 219 W. Liberty Street and 219 N. Jackson Street for \$500 per month. The agreement will not exceed \$3,000 in FY2022.

ATTACHMENTS:

Description	Upload Date	Туре
Lease Agreement First Baptist Church	12/17/2021	Cover Memo
Exhibit A	12/17/2021	Cover Memo

PARKING LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into this day of	_, 2021, by and
between First Baptist Church of Salisbury, a North Carolina non-profit corporation (the	"Lessor") and
County of Rowan, a body politic and corporate, (hereinafter referred to as "Lessee") (c	ollectively, the
"Parties").	

For and in consideration of the mutual promises set forth in this Lease, the Parties hereby agree as follows:

- 1. **Leased Area**. Lessor leases to Lessee two parcels of real property commonly known as 219 W. Liberty Street and 219 N. Jackson Street and shown on the map attached hereto and incorporated herein as Exhibit A (the "Leased Area").
- 2. **Term**. This Lease shall commence on the 1st day of January, 2021, and (A) shall be for a term of one (1) year, and (2) shall automatically renew annually unless sooner terminated per Section 7 below.
- 3. **Lease Payments**. Lessee shall pay Lessor: (A) Base Rent in the amount of five hundred dollars (\$500.00) per month payable in advance on the first day of every month during the Term of the Lease (if the Term starts on a day other than the first of a month, then the appropriate pro rata amount of rent for the first portion of a month must be paid on the date of commencement), and (B) as Additional Rent the amount of Ad Valorem taxes owed by Lessor for each parcel (TM 010 Parcels, 132 and 135). Rent is payable to Lessor or such other party as Lessee may be advised from time to time by written notice. Should the rent be late, late charges will accrue as provided herein. After the 10th day of the month, a late charge of ten dollars (\$10.00) will be applied. Subject to Lessee's right to cure provided in Paragraph 7(b) below, in the event rent is not paid by the 10th of the month, the Lessor may at its sole option, terminate this lease and have served upon Lessee an eviction notice and appropriate legal action taken for an order of summary ejectment.
- 4. Use of the Leased Area; Lessee Improvements; and Damage. The Leased Area shall be made available exclusively to Lessee and used for Lessee's parking purposes. Lessee shall abide by and strictly conform to all rules issued or posted by Lessor from time to time. Lessee may make certain improvements to the Leased Area with written approval of Lessor. Any such improvements shall remain with the Leased Area upon termination of this Lease. Lessee shall not cause damage or allow damage to be caused to the Leased Area. Should any damage occur that devalues the Leased Area, the Lessor shall provide notice to Lessee and allow Lessee the opportunity to repair such damage. In the event Lessee fails to repair the damage within a reasonable time, Lessor may cause the damage to be repaired and charge Lessee for the same.
- 5. **No assignment without consent of Lessor**. Lessee may not assign, transfer, or sublet the Leased Area without the consent of the Lessor. If the Lease is assigned, transferred, or sublet by the Lessee, this agreement shall terminate automatically, unless otherwise agreed upon by the Parties in writing. In the event any assignment or subletting of the Leased Area is consented to by the Lessor, Lessee shall remain liable to Lessor for the payment of rent and for the faithful performance of the covenants and conditions of

this Lease by the assignee or sub-lessee to the same extent as though the Leased Area had not been assigned or sublet.

6. Events of Default.

- a. **For Lessee**. Events of Default for Lessee include the following: 1) failure to timely make rent payment and failure to cure such as provided hereinbelow; 2) damaging the Leased Area and failure to cure or repair the same within thirty (30) days of written notice from Lessor; 3) failure to comply with the rules and regulations established by Lessor and Lessee continuing such violation after written notice from Lessor; 4) Lessee petitioning for bankruptcy or insolvency or being adjudged as such by a court of competent jurisdiction, or having a receiver appointed for it or any assignment being made for the benefit of creditors; and 5) any other material breach of the terms and conditions of this Lease.
- b. **For Lessor**: Events of Default for Lessor include the following: 1) failure to provide Leased Area for Lessee's exclusive use; 2) interference with Lessee's exclusive use of the Leased Area; and 3) any other material breach of the terms and conditions of this Lease.

7. **Termination**.

- a. **For convenience**. This Lease shall terminate at the end of the Term if not sooner terminated by Lessor pursuant to this paragraph or Paragraph 7(b) below. Except as otherwise set forth herein, or provided by law, either party may terminate this Lease by delivering written notice to the other party at least sixty (60) days in advance to vacate and surrender the Leased Area.
- b. **For cause**. Except for failure to timely make rent payment, which may be cured within ten (10) days of notice from the Lessor to the Lessee and the Lessee tendering payment in full of the monthly rent and any late payment, this Lease may be terminated after notice to the other party that an Event of Default has occurred and expiration of the appropriate Cure Period as may be applicable (such time period in the aggregate hereinafter called the "Event of Default"). Upon the occurrence of any Event of Default, Lessor may, at its option, repossess the Leased Area and evict the Lessee. Provided, however, that such default and repossession shall not terminate this Lease and shall not release Lessee from its liability hereunder, unless Lessor elects to declare this Lease terminated. In case of such repossession by Lessor, Lessor may rent, lease or re-let said Leased Area to any other Lessee(s), which rent payments shall be credited against Lessee's liability for unpaid rent.
- c. **Non-appropriation Clause**. Lessor acknowledges that Lessee is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lessee's obligations under this contract, then this contract shall automatically expire without penalty to Lessee thirty (30) days after written notice to Lessor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lessee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Lessee's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lessee's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lessee upon written notice to Contractor of such limitation or change in Lessee's legal authority
- 8. **Notices**. All notices, demands, and request which may be or are required to be given by either party to the other shall be in writing. All notices, demands and requires by Lessee to Lessor shall be sent

United States registered mail return receipt requested to 223 North Fulton Street, Salisbury, NC 28144 or at any such place as Lessor may, from time to time, designate in written notice to Lessee. All notices by Lessor to Lessee shall be sent United States registered mail return receipt requested to County Manager, Rowan County, 130 West Innes Street, Salisbury, North Carolina 28144 or at any such place as Lessor may, from time to time, designate in written notice to Lessee.

- 9. **No waiver**. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof shall not be construed as a waiver of such covenant or condition in any instance. No modifications, amendments or the cancellation hereof shall be valid unless in writing and executed by all parties hereto. No presentation or promise has been made by either party hereto except as herein stated.
- 10. **Quiet enjoyment**. The Lessor covenants that the Lessee, on paying the rent and late charges and performing the covenants hereof, shall peaceably and quietly have, hold and enjoy the leased Areas(s) for the term mentioned, without hindrance or interruption by the Lessor.
- 11. **Binding on successors**. The provisions of this lease shall be binding upon the benefit of the Lessor and the Lessee, and their respective heirs, successors, legal representatives and assigns.
- 12. **Indemnity**. To the extent permitted by law, Lessee shall indemnify and hold harmless the Lessor from any claim or claims of injury to person or persons or property arising out of or in connection with the use of the Areas hereinabove referred to by the Lessee. This indemnification shall include reimbursement to the Lessor for all reasonable costs arising out of said claim or claims
- 13. **Entire Agreement**. This lease supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this lease shall bind and inure to the benefit of the Lessor and to the Lessee and their respective heirs, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first written above.

LESSOR: FIRST BAPTIST CHURCH OF SALISBURY	
By:	_
Printed Name:	
LESSEE: ROWAN COUNTY, a body politic	
By:	
Aaron Church, County Manager	_
	ann an ann an dùtha dha dha dha dha dha dha dha dha dha d
Control Act.	anner required by the Local Government and Fiscal
Name: James Howden Rowan County Finance Director	_

EXHIBIT A

LEASED AREA

EXILIBIT



IPIL

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, Rowan EDC

DATE: December 17, 2021

SUBJECT: Request for Revised Incentive Agreement - Hexagon

Back in March, the Board of Commissioners approved an incentive grant for Hexagon Agility. The company is planning an expansion that will result in the creation of 75 new jobs and an investment of \$28 million. The company also plans to install new equipment and expand their facility by 113,000 square feet as part of the project.

Hexagon originally estimated a substantial completion date for the project of December 31, 2021. Availability of materials are causing substantial delays for the project. Hexagon now estimates a substantial completion date of December 31, 2023.

Hexagon has requested that the Board consider amending the original incentive agreement to reflect this revised date of substantial completion.

ATTACHMENTS:

Description	Upload Date	Type
Request for Amended Incentive Agreement	12/18/2021	Cover Memo
Amended Incentive Agreement	12/18/2021	Cover Memo

Be an original.

Date: December 17, 2021 To: Greg Edds, Chairman

Cc: Aaron Church, County Manager Carolyn Barger, Clerk to the Board

From: Scott Shelton, Vice President

Request for revised incentive agreement for Hexagon Agility Re:

Dear Chairman Edds,

Back in March, the Board of Commissioners approved an incentive grant for Hexagon Agility. The company is planning an expansion that will result in the creation of 75 new jobs and an investment of \$28 million. The company also plans to install new equipment and expand their facility by 113,000 square feet as part of the project.

At the time of the grant approval, the estimated date of substantial completion for the project was the end of this year. Hexagon Agility says that they are having issues, mainly availability of materials, which have caused a delay in starting work on the expansion. They now estimate a substantial completion date of December 31, 2023.

The company has requested that the incentive agreement originally approved by the Board be amended to reflect the new estimated date of substantial completion. Please keep in mind that amending the date of substantial completion would also delay the start of the grant period from Fiscal Year 2022-23 to Fiscal Year 2024-25.

Attached is a revised incentive agreement that reflects the changes requested by Hexagon Agility. We respectfully ask that the Board of Commissioners consider approving this revised agreement.

Please do not hesitate to contact me with any questions you may have and thank you for considering this matter.

Yours truly,

Scott Shelton Vice President

Scott Shelton

NORTH CAROLINA ROWAN COUNTY

RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the "Agreement") is made and entered into as of the 15th day of March, 2021, by and between Rowan County, North Carolina, a body politic (hereinafter referred to as the "County") and Hexagon Agility (hereinafter referred to as the "Company").

WITNESSETH

WHEREAS, the Company has explored the possibility of establishing a new or expanding an existing facility in Rowan County (the "Project"), which would increase taxable property in the County and result in the creation of a number of jobs in the County, but would not have a significant detrimental impact to the environment of the County; and

WHEREAS, the Company has determined that the property located at 1010 Corporate Center Drive, Salisbury, North Carolina (the "Property"), is a suitable location for its expansion and improvement; and

WHEREAS, in order to induce the Company to relocate, expand, or improve on the Properties, the County is willing to provide, or cause to be provided, to the Company certain inducements, upon terms and conditions binding upon the County as set forth herein; and

WHEREAS, prior to beginning any relocation, expansion or improvement on the Properties, the Company and County met and agreed to enter into this Agreement; and

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately \$28.5 million will be invested by or on behalf of the Company in new equipment and other real property improvements on the Property, and to create a certain number of jobs as provided herein and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County.

WHEREAS, the Company expects to be a community-oriented business and intends to participate in philanthropy, community events and programs intended to increase the health and happiness of their employees and the greater community as a whole; and to consider participation in the Rowan EDC's Forward Rowan campaign; and

WHEREAS, the Company is encouraged, to the reasonable extent possible, to purchase local services and supplies, such as, but not limited to, locally produced products, local hotel, motel and hospitality services, local building and construction services, and other products and services:

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the County hereby agree as follows:

ARTICLE I COUNTY INDUCEMENTS

The County shall provide financial assistance to the Company through its "Relocation and Expansion Assistance Program", as hereinafter described, with respect to the Company's development of the Properties and other related expenses as follows:

- 1) The "Relocation and Expansion Assistance Program" will be provided as a "Relocation and Expansion Incentive Grant" ("Grant") to assist the Company with construction, equipment, and other capital improvements in Rowan County. The Grant will specifically apply to the Properties and all real property improvements and personal property newly installed and used at the Properties ("Facility").
- 2) The amount of the Grant will be computed using the following steps:

a) Real Property Valuation.

- i) For each tax year that the Grant is applicable to a Property (subject to the limitations below), determine the actual assessed tax value of the real property, located at such Property.
- ii) Subtract from the above amount in a) i) the baseline real property value of the Property assessed as of January 1, 2022, and prior to the investments made by the Company in real property at such property. The annual result of this computation shall be defined as the "New Real Property Value" for the applicable Property.

b) Personal Property Valuation.

- i) For each tax year that the Grant is applicable (subject to the limitations below), determine the actual assessed tax value of all personal property, excluding supplies and rolling stock, located at and used in such Property.
- ii) Subtract from the above amount in b) i) the assessed tax value of personal property, excluding supplies and rolling stock, located at and used on such Property as of January 1, 2022. The annual result of this computation shall be defined as the "New Personal Property Value" for the applicable Property.
- c) <u>County Property Tax Determination</u>. The sum of the New Real Property Value and the New Personal Property Value of a Property for each applicable year shall be the "New Property Value" of such Property for such year. Multiply the New Property Value for each applicable Property by the County tax rate (excluding municipal and fire district tax rates) applicable for the tax year at issue to determine the amount of property taxes applicable to the new property at such Property.
- d) <u>Grant Amount Determination</u>. Multiply the property taxes applicable to the New Property Value for each applicable Property by 75% (0.75).
- 3) The Grant will be structured as a reimbursement of a portion of the real and personal property taxes assessed against each applicable Property and the Company. Such payment of the Grant will be made to the Company. Payment may be requested by

the Company no sooner than January 1st and no later than June 30th of the fiscal year in which the taxes are due. The Grant will be paid within sixty (60) days of the Company providing certifications as set forth in Article III(3), and receipt of the Company's full payment of all real and personal property taxes due to the County. Payment of the Grant shall be equal to Seventy-Five Percent (75%) of the County property taxes (excluding municipal and fire district taxes) paid by the Company on the New Property Value of the Property according to Article I (2), at the prevailing Rowan County tax rate for the tax year of the requested Grant.

4) Tax amounts due on property discovered by the County through its customary audit procedures and not listed by the Company shall be excluded from this Agreement, and the County shall not be responsible for reimbursement on these amounts for any tax year.

ARTICLE II SCHEDULE OF CORPORATE IMPROVEMENTS

- 1) The Company has determined that the Property is a suitable site for location of its Facility and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable. The Company expects to have the Facility substantially completed by December 31, 2023.
- 2) The Company shall receive the Grant for five separate tax years ("Grant Term"), which shall begin with property assessed as of January 1, 2024, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 2024. If the Facility is not complete by January 1, 2024, the Grant shall be based on the percentage complete and assessed for that year.
- 3) Unless an event triggering the Force Majeure provision set forth in Article VIII herein shall occur, the initial year shall commence on property assessed as of January 1, 2024.
- 4) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program, each for a separate Grant Term.

ARTICLE III EMPLOYMENT

- 1) The Company projects that it will create 75 Full Time Equivalents ("FTEs") with this Project. As of December 31, 2022, the Company shall employ 230 FTEs at this Project. A FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.
- 2) In each Fiscal Year (FY) that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

County Fiscal Year (FY)	Number of New FTE (in aggregate)
FY 2025-26	75
FY 2026-27	75
FY 2027-28	75
FY 2028-29	75
FY 2029-30	75

- 3) The Company shall certify annual progress towards the employment of the required number of FTEs to the County on or before June 30, 2025, and on June 30th following each of the remaining years of the Grant Term. Such certification shall include a copy of the Company's "*Employers Quarterly Tax and Wage Report*" (Form NCU1 101 filed with the NC Employment Security Commission) for the quarter a) ending on or immediately preceding the date of the annual request and b) the number of FTEs as of that same date. If the NCUI 101 is discontinued or modified, a successor form performing a comparable function must be submitted. The Company shall also provide copies of its One NC Grant reporting to the County when they have been submitted to the State.
- 4) Should the Company fail to certify its annual employment numbers by June 30th, the County may allow the Company an extended cure period to file and certify this particular report annually.
- 5) If the Company does not meet the employment goals, the County will reduce the annual Grant payment on a pro-rata basis until such time as the Company once again meets employment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met for the given year.

ARTICLE IV TERMINATION OF GRANT AGREEMENT AND REQUIRED REPAYMENT OF GRANT FUNDS UPON ANNOUNCED TERMINATION OF OPERATIONS OR MAJORITY REDUCTION IN WORKFORCE

- The assistance provided by Rowan County, through the Relocation and Expansion Assistance Program, represents a substantial commitment of public resources.
 Companies that participate in this program are expected to maintain and continue operations beyond the end of the Grant Term.
- 2) Should the Company cease operations or eliminate the majority of their workforce (51% reduction or more within a twelve (12) month span), the Agreement will be terminated and the Company will be required to repay all grant proceeds provided during the thirty-six (36) months prior to the cessation or reduction.
- 3) Repayment of grant funds shall be required if the Company has received any grant disbursements from the County within the thirty-six (36) months prior to the earlier of (a) Public announcement by the Company of plans to close or eliminate the majority of the workforce, (b) Actual cessation of operations, or elimination of a majority of the workforce.
- 4) The Company shall make payment to the County within one hundred and twenty (120) days of such announcement or event. The County may use any and all legal recourse to pursue restitution from the Company and / or its successors.

ARTICLE V RELOCATION AND ASSISTANCE GRANT ADDITIONAL TERMS AND CONDITIONS

As further consideration for the granting of certain relocation and assistance grants to the Company by the County, the Company further agrees that it shall abide by the Federal Immigration and Control Act of 1986 and all subsequent amendments thereto (collectively the "Act"). To that end, the Company agrees as follows:

- 1) The Company shall provide to Rowan County an annual certification, as of the time the Company first claims the Grant and each year it claims an installment or carryforward of the Grant, that the Company has implemented measures necessary to be in compliance with the Act and does not knowingly employ any unauthorized alien at the Facility; and
- 2) If the Company fails to implement measures necessary to be in compliance with the Act or knowingly employs an unauthorized alien at the Facility, and if upon learning of such event, fails to cure such matter within sixty (60) days from learning of such, then the Grant shall expire and the Company may not take any remaining installment or carryforward of the Grant.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

The Company represents, warrants and covenants to the County, as applicable, as of the date of this Agreement that:

- 1) <u>Standing</u>. The Company is a company duly organized and existing and in good standing under the laws of the State of North Carolina.
- 2) <u>Authority</u>. The Company has the corporate power and authority to own its properties and assets, to carry on its business as it is now being conducted and to execute and perform this Agreement.
- 3) <u>Enforceability</u>. This Agreement is the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors' rights generally.
- 4) <u>No Violations.</u> This agreement does not violate the charter documents or bylaws of the Company or any provisions of any indenture, agreement or other instrument to which the Company is a party.
- 5) <u>No Conflicts</u>. This agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time, or both, would constitute an event of default under) any indenture, agreement or other instrument to which the Company is a party.
- 6) <u>Certifications.</u> The Company shall be solely responsible for providing certifications of expenditures and jobs to the appropriate County officer at the time of filing the request for the annual Grant

ARTICLE VII REPRESENTATIONS, WARRANTIES AND COVENENANTS - COUNTY

The County represents, warrants and covenants to the Company, as applicable, as of the date of this Agreement that:

- 1) The County (a) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement (b) by proper action has duly authorized the execution and delivery of this Agreement; and (c) is not in default under any provisions of this Agreement.
- 2) The County has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms.
- 3) There is no litigation or proceeding pending or threatened against the County or affecting it which would adversely affect the validity of this Agreement.
- 4) The County is not in default under any provision of State law which would affect its existence or its powers as referred to in subsection (1).
- 5) To the best of the County's knowledge, no officer or official of the County has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.
- 6) With respect to this Agreement, the County has complied fully with all requirements of N.C. General Statute 158-7.1 *et seq*.

ARTICLE VIII GENERAL PROVISIONS

- 1) Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.
- 2) Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, except that Company may assign this Agreement to a parent, subsidiary or affiliate as a part of any corporate restructuring.
- 3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.
- 4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.

- 5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the County may make relative to the Properties.
- 6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.
- 7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid, secure electronic transfers or by fax with written confirmation of receipt (with a copy sent by one of the other methods specified herein), addressed to the party or person to whom notice is to be given at the following addresses:

To County: Rowan County Manager

130 West Innes Street Salisbury, NC 28144 Phone: (704) 216-8180 Facsimile: (704) 216-8195

With Copy (which does not constitute notice to):

Ketner & Dees, PA 121 East Kerr Street Salisbury, NC 28144 Phone: (704) 637-3434 Facsimile: (704) 637-3449

To Company: Name and Contact Information

To Company Regarding Payment of Grant, also include:

Contact for the Grants

With Copy (which does not constitute notice to):

If requested by the Company

Notice shall be deemed to have been given with respect to overnight carrier or certified mail, one (1) day after deposit with such carrier and as to facsimile, on date of transmission, provided additional service is made. The addresses may be changed by giving written notice as provided herein: provided, however, that unless and until such written notice is actually received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.



IN WITNESS WHEREOF, the County and the Company have caused this Agreement to be executed in quadruplicate originals, in their respective names, by persons duly authorized by proper authority, and have sealed the same as of the day and year first above written.

	HEXAGON AGILITY
	By:
[Corporate Seal]	Title:
ATTEST:	
(Seal)	
Name	
	ROWAN COUNTY, NORTH CAROLINA
	Gregory C. Edds Rowan County Board of Commissioners
[Corporate Seal]	Rowali County Board of Commissioners
ATTEST:	
Carolyn Barger Clerk to the Board of Commissioners	
This instrument has been pre-audited in the ma and Fiscal Control Act.	nner required by the Local Government Budget
	James M. Howden
	Rowan County Finance Director
APPROVED AS TO FORM AND LEGAL SU	IFFICENCY:
John Dees II	
County Attorney	

ATTACHMENT I

LEGAL DESCRIPTION OF THE PROPERTY

BEGINNING at an existing iron rod on the southerly margin of the right-of-way of Corporate Center Drive (60-foot public right-of-way), said iron being the northwesterly corner of Tract 6 as shown on the revised plat of Summit Corporate Center as recorded in Plat Book 9995, Page 3694 of the Rowan County Public Registry, said iron being furthermore located South 86°44'45" West, a distance of 2,151.68 feet (ground distance) from North Carolina Geodetic Survey Control Monument "County" (SPC 83 Coordinates N: 685,454.21 feet; E: 1,559,773.72 feet; Combined Grid Factor: 0.99985943), and runs thence from said BEGINNING point with the westerly line of Tract 6 as referenced above South 14°59'14" East a distance of 591.88 feet to an existing iron pipe at the northerly corner of the Alfred R. Carter property as described in Deed Book 1085, Page 887 of said Registry; thence with Carter's westerly line, and continuing with the westerly line of another parcel owned by Alfred R. Carter as described in Deed Book 1085, Page 888 of said Registry, South 10°37'39" East a distance of 379.08 feet to an existing iron pipe at the corner of the Tammy H. Alexander property as described in Deed Book 776, Page 586 of said Registry; thence with Alexander's line South 28°42'06" West a distance of 130.91 feet to an existing iron pipe at the northeasterly corner of the Michael Hartness property as described in Deed Book 1243, Page 957 of said Registry; thence with Hartness' northerly line South 59°22'21" West a distance of 278.01 feet to an existing iron rod in a tree, said iron being on the northerly line of the Donna S. Barbee property as described in Deed Book 668, Page 574 and Deed Book 1210, Page 486, both of said Registry; thence with Barbee's northerly line the following two (2) courses and distances: 1.) North 61°57'43" West, and passing an existing iron pipe at 53.00 feet, for a total distance of 346.23 feet to an existing iron pipe; 2.) South 88°52'03" West, and passing an existing concrete monument at 340.72 feet, for a total distance of 433.97 feet to an existing iron rod at the northeasterly corner of the Donald L. Menius property as described in Deed Book 700, Page 273 of said Registry; thence with Menius' northerly line South 88°52'03" West, and passing an existing iron pipe at 99.20 feet, for a total distance of 103.68 feet to a 20" oak tree, said tree being on the easterly line of the Darren W. Menius property as described in Deed Book 700, Page 276 of said Registry; thence with Darren Menius' easterly line North 20°26'33" West a distance of 4.75 feet to an existing iron pipe at the southeasterly corner of the Jack T. Myers, Jr., property as described in Deed Book DC93, Page 1072 of said Registry; thence with Myer's line the following two (2) courses and distances: 1.) North 20°26'33" West a distance of 399.47 feet to an existing iron pipe; 2.) South 71°31'10" West a distance of 236.54 feet to a capped existing iron rod on the easterly margin of the right-of-way of East Ritchie Road (S.R. 2574; 60-foot public right-of-way); thence with the easterly margin of the right-ofway of East Ritchie Road North 19°35'39" West a distance of 240.11 feet to an existing iron pipe at the southwesterly corner of the James R. Earnhardt, Jr., property as described in Deed Book 567, Page 742 of said Registry; thence with Earnhardt's line the following two (2) courses and distances: 1.) South 89°27'26" East a distance of 151.99 feet to an existing iron pipe; 2.) North 35°16'32" East a distance of 237.75 feet to an existing iron

rod at the southeasterly corner of the Herbert A. Ritchie property as described in Deed Book 171, Page 23 of said Registry; thence with Ritchie's line North 36°15′51" East a distance of 244.07 feet to an existing concrete monument at the southeasterly corner of the Duke Energy Corporation property as described in Deed Book 800, Page 244 of said Registry; thence with Duke Energy's line North 35°45′35" East a distance of 572.14 feet to an existing iron pipe at the southwesterly corner of the Rowan County property as described in Deed Book 231, Page 7 of said Registry; thence with the line of Rowan County North 78°10′30" East a distance of 135.10 feet to an existing iron rod on the southerly margin of the right-of-way of Corporate Center Drive; thence with the southerly margin of the right-of-way of Corporate Center Drive with the arc of a circular curve to the left having a radius of 430.00 feet for an arc distance of 653.19 feet (chord: South 52°13′28" East, 592.18' feet) to the point and place of BEGINNING; containing 1,417,805 square feet or 32.548 acres, more or less, as shown on a survey prepared by James Mauney & Associates, P.A. dated February 3, 2015 (Map File F-1363).



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: Anna Bumgarner

DATE: 12/20/21

SUBJECT: Agreement with Green Energy Biofuel

Rowan County Department of Environmental Management would like to enter into a no cost agreement with Green Energy Biofuel for collection and recycling services of used cooking oil to be offered at select solid waste and recycling convenience centers. This agreement will save Environmental Management the cost have needing to dispose of this product.

Attached proposed agreement with Green Energy Biofuel.

Environmental Management and Purchasing Directors recommend that the Board of Commissioners authorize the County Manager to approve an agreement with Green Energy Biofuel at no cost to the County for recycling of used cooking oil.

ATTACHMENTS:

DescriptionUpload DateTypeGreen Energy Biofuel12/20/2021Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

10:	Aaron Church, Rowan County Manager					
FROM:	Caleb Sinclair					
DEPT: Environmental Management						
DATE:	07/12/2021					
SUBJECT:	Cooking oil Recycling (Green Energy Biofuel)					
PURPOSE O	F CONTRACT:					
This propose	ed agreement is between the Rowan County Dept. of Env. Mgmt. and Green Energy ollection and recycling services of used cooking oil to be offered at select solid					
waste and re	ecycling convenience centers. This is a zero value contract as no fee will be Rowan County for collection and recycling services provided by Green Energy					

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

- 1. Read and understand the terms of the contract.
- 2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
- 3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director

DATE

7-12-2021

www.GEBiofuel.com



TN (865) 622-7474

GA-NC-SC (803) 718-6323

USED COOKING OIL COLLECTION AGREEMENT

This Used Cooking Oil Collection Agreement (the "Agreement").	effective as of the date set forth below (the "Dffaction
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Carper (Annual Property of Marketon	
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The Parties, being duly authorized by their respective organizations, do execute this Agreement by signing below:

Green Energy Biofue	LLC:			
GEB Representative:	Adam Padget			
	Name		Signature	
Customer:	Rowan County Environmen	ntal Management		
Authorized Person:		Title:		Date:
Contact Person:		Signature:		
Address:				
Email:		Cell:		Phone:
Locations:				
1.) Dunn's Mountair	n Road Convenience Center -	1735 Dunn's Mount	ain Road, Salisbury, NC	28146

- 2.) Goodnight Road Convenience Center 3282 Goodnight Road, Salisbury, NC 28147
- 3.) Providence Church Road Convenience Center 1985 Providence Church Road, Salisbury, NC 28146
- 4.) Recycling Processing Center 1102 N Long Street Extension, East Spencer, NC 28039
- 5.) Rock Grove Convenience Center 255 Rock Grove Church Road, China Grove, NC 28023
- 6.) Rowan County Landfill 789 Campbell Road, Woodleaf, NC 27054
- 7.) Stokes Ferry Road Convenience Center 8835 Stokes Ferry Road, Gold Hill, NC 28071
- 8.) Woodleaf & Campbell Road Convenience Center 665 Campbell Road, Woodleaf, NC 27054

Exhibit A: Additional Terms and Conditions

- Indemnification: GEB will hold harmless and indemnify the County against any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with the rendering of the services, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the County's performance of the terms and conditions of this Agreement.
- Termination: The County may terminate this Agreement for any reason by giving 30 (30) days written notice to GEB.
- 3. GEB warrants to County that all material and equipment furnished under this Agreement shall be of good quality, in working condition, and up to acceptable industry standards. GEB warrants to County that services, labor, and work furnished under this Agreement shall be performed in accordance with the standard of care and diligence normally practiced by recognized firms this type in performing services of a similar in nature. Any work not confirming to these requirements shall be considered defective.
- 4. Customer represents and warrants that it is (a) a validly organized entity under the laws of the jurisdiction of its incorporation and has the authority to enter into this Agreement; (b) it has all right, power, and authority necessary to enter into this Agreement, perform its obligations hereunder and grant the rights it grants to GEB hereunder; and (c) its performance of this Agreement, GEB's exercise of its rights under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions or constitute a default under any agreement by which it is bound or any applicable law, rule or regulation.
- It is understood by the parties that one party is an independent contractor with respect to the other party, and that this Agreement does not form a partnership, joint venture or employment relationship between the parties.
- 6. GEB shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Customer, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.
- This Agreement may only be modified or amended if the amendment is made in a tangible writing and is signed by both parties.
- 8. The parties shall have all of the rights and remedies provided by law in addition to the rights and remedies set forth in this Agreement and in any other agreement or writing between the parties. Each party's rights and remedies are cumulative and may be exercised from time to time. A party's pursuit of one right or remedy shall not constitute an exclusive election or otherwise preclude or limit its pursuit of any other or additional right or remedy.
- 9. Severance. Should any part of this Agreement be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Agreement as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.
- 10. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. A waiver or consent given on one occasion is effective only in

- that instance and will not be construed as a bar to or waiver of any other right on any other occasion.
- 11. Governing Law. The laws of North Carolina shall govern this Agreement. In any litigation arising under this Agreement, the Parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in the Circuit in Rowan County, North Carolina.

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in fleu of such endorsement(s).

McGriff Insurance Services	RAME: Jen Ridgill	
2000 Center Point Rd, Ste 2400	PHONE (AC, No. Ext); 803 748-0100	No: 8774677214
P. O. Box 8628, 29202	ADDRESS: Jen.Ridgill@mcgriff.com	10, 001 101 101 1
Columbia, SC 29210	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Crestbrook Insurance Company	18961
Green Energy Blofuel LLC	INSURER B:	
310 S Congress St	INSURER C:	
Winnsboro, SC 29180	INSURER D:	
,,,,,	INSURER E :	
COVERAGES CERTIFICATE AN IMPROP	INSURER F :	
— VENTIFICATE NUMBER	R: REVISION NUMBER:	
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSUE	STED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR TH	HE POLICY PERIOD

SR R		ADDLS INSR V	NAD	POLICY NUMBER	POLICY EFF	POLICY EXP	LIM	Te
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded: 1 000			ABB A ABB A B	The state of the s	1 04/30/202		\$1,000,000 \$300,000
X BI/PD Ded:1,000						MED EXP (Any one person)	\$5.000	
1	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
Ì	Y PRO-				1		GENERAL AGGREGATE	\$2,000,000
Ì	OTHER:	1			1		PRODUCTS - COMP/OP AGG	\$2,000,000
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OWNED SCHEDULED						BODILY INJURY (Per person)	\$	
۱	X HIRED ONLY X NON-OWNED AUTOS ONLY X AUTOS ONLY						BODILY INJURY (Per accident)	\$
	AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	X UMBRELLA LIAB Y OCCUP		-					\$
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	DED RETENTIONS						AGGREGATE	\$1,000,000
Ų	WORKERS COMPENSATION		1					S
A	AND EMPLOYERS' LIABILITY		WCC14376	NGC143765A	C143765A 04/30/2021	04/30/2022	X PER OTH-	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A			1		E.L. EACH ACCIDENT	\$1,000,000	
f	yes, describe under ESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	The state of the s	-	+		-		E.L. DISEASE - POLICY LIMIT	\$1,000,000
						1		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required ** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Joseph Renwick, President

Beth Renwick, CFO

FOR INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER	CANCELLATION
Green Energy Biofuel LLC 310 S Congress St Winnsboro, SC 29180	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	G. Landt St.

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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: Finance Department

DATE: December 21, 2021

SUBJECT: Deposit Threshold

Finance is requesting the Board approve a maximum amount of funds that may be held by a department before depositing said funds at \$500.00 which is allowable per North Carolina General Statute 159-32, attached.

Please approve setting the maximum deposit threshold limit that any department my hold before depositing said funds at \$500.00.

ATTACHMENTS:

DescriptionUpload DateTypeDeposit Threshold12/21/2021Backup Material



ROWAN COUNTY FINANCE DEPARTMENT

130 W. Innes Street, Salisbury, NC 28144 704.216.8170

www.rowancountync.gov

James M. Howden, CPA | Finance Director

MEMORANDUM

TO:

Rowan County Board of Commissioners

Aaron Church, County Manager

FROM:

James M. Howden, Finance Director

RE:

Set deposit threshold to \$500.00.

DATE:

December 14, 2021

As allowed by North Carolina General Statute 159-32, the Finance Staff request that the Board consider the following action as part of the Consent Agenda of the Board's January 3, 2022 meeting:

• Approve a motion to set the maximum amount of funds that may be held by any department before depositing said funds into the bank to \$500.00. The Board's approval for this action will commence on day of approval.

Thank you.

§ 159-32. Daily deposits.

- (a) Except as otherwise provided by law, all taxes and other moneys collected or received by an officer or employee of a local government or public authority shall be deposited in accordance with this section. Each officer and employee of a local government or public authority whose duty it is to collect or receive any taxes or other moneys shall, on a daily basis, deposit or submit to a properly licensed and recognized cash collection service all collections and receipts. However, if the governing board gives its approval, deposits or submissions to a properly licensed and recognized cash collection service shall be required only when the moneys on hand amount to five hundred dollars (\$500.00) or greater. Until deposited or officially submitted to a properly licensed and recognized cash collection service, all moneys must be maintained in a secure location. All deposits shall be made with the finance officer or in an official depository. Deposits in an official depository shall be immediately reported to the finance officer by means of a duplicate deposit ticket. The finance officer may at any time audit the accounts of any officer or employee collecting or receiving taxes or other moneys, and may prescribe the form and detail of these accounts. The accounts of such an officer or employee shall be audited at least annually.
- (b) The Secretary may, during an emergency declaration issued under G.S. 166A-19.20, set the amount of moneys on hand requiring daily deposits and may require deposits on less than a daily basis, provided the moneys are maintained in a secure location and deposited at least weekly. (1927, c. 146, s. 19; 1929, c. 37; 1939, c. 134; 1955, cc. 698, 724; 1971, c. 780, s. 1; 1973, c. 474, s. 27; 2017-204, s. 6.1(a); 2020-3, s. 4.28(a).)

G.S. 159-32

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: Anna Bumgarner

DATE: 12/21/21

SUBJECT: Change Order RFC-002 and RFC-003 for Dellinger, Inc

Rowan County has a current agreement with Dellinger, Inc. for work related to the Chemical Booster Station. This work requires two (2) change orders that are explained below.

- · Change order RFC-002 covers the new 40 kW Generator and associated work not to exceed \$74,672.53
- · Change order RFC-003 covers additions to Lord & Company's programming scope for metering pump controls that were added to meet the State's request for additional monitoring not to exceed \$2,150.57

Attached are both change orders RFC-002 and RFC-003 and Summary showing new total cost of project.

Purchasing Director recommend that the Board of Commissioners authorize the County Manager to approve changes orders RFC-002 not to exceed \$74,672.53 and RFC-003 not to exceed \$2,150.57 with Dellinger, Inc. for work at Chemical Booster Station bringing the total cost of the project to \$819,723.51.

ATTACHMENTS:

Description	Upload Date	Туре
RFC-002	12/21/2021	Cover Memo
RFC-003	12/21/2021	Cover Memo
Summary	12/21/2021	Cover Memo



General Contractor P. O. Box 929 ----- Monroe, NC 28111-0929

Office No. (704) 283-7551

Fax No. (704) 289-8217

Request For Change (RFC) To Contract Amount

Request for Change to Contract Amount Accepted by Owner By: Date: By: Date: Date: Will Crook - Project Manager	RFC #	002	PROJECT	NE Rowan County Chemical Bo	oster Station	_ DATE_	11/23/2021
Eng_/Owner:	A ++	Havdan Darmalda EIT					
Address:				_			
City: Raleigh, NC 27607 Rowan County Rowan County	-			<u> </u>			
Description of Change: New CAT Generator with concrete pad for the Northeast Rowan Water Chemical Booster Station. Change Order includes all items required to install a Permanent Generator and Relocation of Manual Transfer Switch. Owner has selected the CAT Generator, the quote has been attached and approved. This quote shall overide any specifications as it has already been reviewed. Dellinger Inc. will supply the generator, installation, and grading/concrete work. The Boswell Group will add all necessary wiring and take care of the relocation of the MTS as shown on documents provided. Due to the extended delivery for the Generator, which is past the original contract time, Dellinger is requesting that the contract be paid in full, including retainage. This Change Order would be the only open cost. *SRU has shown interest in moving the Generator forward closer to the drive and locating the MTS closer toward the drive as well. Change Order Amount This RFC is valid for 30 days, at which time reevaluation of cost and time may be necessary. Signature By:			ite 500	<u> </u>			
Description of Change: New CAT Generator with concrete pad for the Northeast Rowan Water Chemical Booster Station. Change Order includes all items required to install a Permanent Generator and Relocation of Manual Transfer Switch. Owner has selected the CAT Generator, the quote has been attached and approved. This quote shall overide any specifications as it has already been reviewed. Dellinger Inc. will supply the generator, installation, and grading/concrete work. The Boswell Group will add all necessary wiring and take care of the relocation of the MTS as shown on documents provided. Due to the extended delivery for the Generator, which is past the original contract time, Dellinger is requesting that the contract be paid in full, including retainage. This Change Order would be the only open cost. *SRU has shown interest in moving the Generator forward closer to the drive and locating the MTS closer toward the drive as well. Change Order Amount Change Order Amount This RFC is valid for 30 days, at which time reevaluation of cost and time may be necessary. Request for Change to Contract Amount Accepted by Owner DELLINGER, INC. By:	•			<u> </u>			
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Dellinger Inc. will supply the generator, installation, and grading/concrete work. The Boswell Group will add all necessary wiring and take care of the relocation of the MTS as shown on documents provided. Due to the extended delivery for the Generator, which is past the original contract time, Dellinger is requesting that the contract be paid in full, including retainage. This Change Order would be the only open cost. *SRU has shown interest in moving the Generator forward closer to the drive and locating the MTS closer toward the drive as well. This RFC is valid for 30 days, at which time reevaluation of cost and time may be necessary. Change Order Amount S74,672.53 S74,672.53 Request for Change to Contract Amount Accepted by Owner DELLINGER, INC. By: Date: Date: Date: Will Crook - Project Manager							
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MTS as shown on documents provided. Due to the extended delivery for the Generator, which is past the original contract time, Dellinger is requesting that the contract be paid in full, including retainage. This Change Order would be the only open cost. *SRU has shown interest in moving the Generator forward closer to the drive and locating the MTS closer toward the drive as well. Change Order Amount							
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This RFC is valid for days, at which time reevaluation of cost and time may be necessary. Request for Change to Contract Amount Accepted by Owner DELLINGER, INC. By: Date: By: Date: Will Crook - Project Manager	This Change Order would	d be the only open cost.			•	l in full, includ	ling retainage.
Request for Change to Contract Amount Accepted by Owner By: Date: By: Date: Date: Will Crook - Project Manager			Change Order An	nount			\$74,672.53
By: Date: By: Date: Date: Signature	This RFC is valid for	days, at w	hich time reevaluation of	cost and time may be necessary.		=	
Signature Signature Will Crook - Project Manager	Request for Change to (Contract Amount Accepted	d by Owner	DELLINGER, INC.			
Signature Signature Will Crook - Project Manager	Bv:		Date:	By:		Г	Date:
	V -	Signature			Signature		
					Will Crook - Projec	et Manager	
		Title		II	Name and Tit		*



General Contractor P.O. Box 929 ---- Monroe, NC 28111-0929

Office No. (704) 283-7551

REQUEST FOR CHANGE #

Fax No. (703-289-8217

002

COST DETAILS

JOB NO: P-1246 PROJECT: NE Rowa	n County Chemical Bo	oster Station	DATE:	11/23/2021 R: Rowan County	002	
LABOR						
SEE ATTACHED Project Manager Start Up Generator	Rate \$	59.04 X 59.04 X	12 Hour 8 Hour	\$5,864.00 \$ 708.48 \$ 472.32		
			35.48% DR	\$7,044.80 \$2,499.50	\$9,544.30	
<u>EQUIPMENT</u>						
Crane See Attached	SUB	TOTAL - EQUI	IPMENT	\$2,000.00 \$1,600.00	\$3,600.00	
MATERIAL						
CAT Generator (See Attached) Wedge Anchors Concrete Concrete Forms				\$26,400.00 \$100.00 \$1,300.00 \$350.00		
Rebar Stone Expansion Joint Mazterial Fuel For Generator				\$1,000.00 \$300.00 \$10.00 \$2,354.00		
Grassing	SUBTOTA SALES TA SUB		EMPT ERIAL	\$300.00 \$32,114.00 \$0.00	\$32,114.00	
SUBCONTRACTOR						
The Boswell Group See Attached				\$18,205.66		
	SUB	STOTAL - SUBC	CONTRACTS			\$18,205.66
JOB OVERHEAD						
OUT OF TOWN EXPENSES UTILITIES (SANITARY FACILITIES,	\$220.00 PER DAY			\$1,100.00		
TELEPHONE, POWER)	\$14.00 PER DAY SUB	STOTAL - JOB (OVERHEAD	\$70.00	\$1,170.00	
PRORATED AND OTHER COST						
MOB / DEMOB SAFETY 2% OF LABOR SMALL TOOLS 2% OF LABOR	SUB	TOTAL - OTHI	ER COSTS	\$1,500.00 \$190.89 \$190.89	\$1,881.77	
				SUB TOTAL	\$48,310.07	
				MARK UP 15 %	\$7,246.51 \$55,556.58	
				SUBCONTRACTS MARK UP 5% SUBTOTAL BOND 1 % TOTAL	\$55,556.88 \$18,205.66 \$910.28 \$74,672.53 \$0.00 \$74,672.53	

RFC 002 DATE ########

PROJECT NE Rowan County Chemical Booster Station

LABOR

EADOR	PER HOUR	ļ	PER DAY
SUPERINTENDENT	\$63.00	8	\$504.00
CARPENTER	\$23.10	8	\$184.80
LABORER	\$21.00	8	\$168.00
LABORER	\$20.00	8	\$160.00
LABORER	\$19.50	8	\$156.00
LABOR COST PER DAY	(3	51,172.80

LABOR SUMMARY

 DAYS TO PERFORM WORK
 5.00

 COST
 \$5,864.00

EQUIPMENT

 BLUE BOOK

 DESCRIPTION
 DAILY

 RT Backhoe
 \$250.00

 Pickup Truck
 \$60.00

 Concrete Vibrator
 \$10.00

 EQUIPMENT COST PER DAY
 \$320.00

EQUIPMENT SUMMARY

 DAYS TO PERFORM WORK
 5.00

 COST
 \$1,600.00





Quote No.: 30988801 Rev No.: 0 Issue Date: 11/9/2021
Project Name: NE Rowan BPS Validity: 30 days

Project Location:

QTY

1 Diesel GENERATOR SET

Caterpillar Model C4.4

- · 40kW Standby Rating
 - · EPA Stationary Emergency
 - · 120/240V, 1 phase, 3 wire, 60 hz
 - · UL2200 certified
 - · NFPA 110 compliant
 - · Local NFPA-99/110 alarm control panel
 - · Main line circuit breaker: 150AF, 3 pole, LSI trip unit, SE rated
 - · Charging alternator
 - · Battery charger
 - · Battery set, rack, cables
 - · Coolant heater
 - · Vibration isolators
 - · Sound attenuated enclosure

Sound level at full load: 75dBA at 23' (in free field environment)

100 MPH wind load design

Internally mounted, super critical grade, exhaust system

- · Sub-base day tank, double wall, UL-142
 - 400 Gallon usable capacity, 68 hours at 100% load

High level, low level, and rupture basin alarms

Fuel level gauge

Normal & emergency vents

· 5 Year warranty

1 GENERAL

· 2 Day Start-up, testing, and customer training Includes 4-hour resistive load bank test on site

· F.O.B. Job Site for quoted equipment & material (Off-loading and installation not included)

Total Price: \$26,400.00 (applicable taxes not included)

Estimated Shipment (from submittal approval):

Genset: 22-24 weeks

Invoice & Payment Terms

Net due 30 days from invoice date

90% of total price invoiced upon equipment delivery

10% of total price invoiced upon completion of Carolina CAT's scope of supply



Ctate@carolinacat.com

Clarifications:

1. Not providing a reactive load bank on site as this is a single phase unit and not 3 phase.

General Notes:

- 1. Quote is for equipment listed only.
- 2. WE HAVE DETAILED THE EQUIPMENT PROPOSED. PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT THE EQUIPMENT DESCRIBED ABOVE MEETS YOUR REQUIREMENTS.
- Startup quoted is for 2 weekdays and does not include weekend or afterhours work, if needed we will be happy to provide pricing for that labor.
- 4. This quotation covers items listed herein and does not constitute a specific job proposal.
- 5. All equipment furnished loose for installation by others unless specifically listed as installed.
- 6. We are quoting this equipment as a material supplier only, we do not include any offloading, installation, concrete pad, conduit, wiring, lugs, fuel, fuel piping, and other misc. hardware.
- 7. Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise.
- 8. Relay and/or System Coordination Study is not included unless specifically noted.
- 9. Telephone and verbal orders are to be confirmed in writing.
- 10. We reserve the right to correct errors or omissions.
- 11. Carolina Cat is not responsible for occurrences beyond our control.
- 12. Sale is contingent upon customer signing a Carolina CAT Purchaser Agreement Form.
- 13. This quotation is made subject to Carolina Tractor Standard Terms and Conditions.
- 12. This quotation is valid for Thirty (30) days from date of issue.
- 13. Contracts which include penalties or liquidated damage clauses for failure to meet promised shipping dates are not accepted by or binding on Carolina CAT, unless accepted, and confirmed in writing by an officer of Carolina Tractor & Equipment Company at its corporate office.
- 14. Delivery dates listed above are only estimates based on current delivery times from the manufacturers, they are subject to change at any time. Firm delivery dates can only be obtained after equipment has been released for production by the manufacturer. Release for production occurs after submittals have been approved in writing by the customer or the customer's representative.

- 1. <u>DEFINITIONS</u>. For purposes hereof, unless otherwise provided herein (i) "Company" means Carolina Tractor & Equipment Company, a North Carolina corporation; (ii) "Conditions of Sale" means the following conditions of sale which are hereby incorporated by reference in, and made a part of, the Sales Order Agreement to which these Conditions of Sale are affixed or attached; (iii) "Customer" means the individual or entity whose name appears on the face of the Sales Order Agreement; (iv) "Equipment" means the equipment and products described on the face of the Sales Order Agreement; (v) "Invoice" means any invoice sent by Company to Customer pursuant to a Sales Order Agreement; and (vi) "Sales Order Agreement" means Company's Sales Order Agreement, which is an agreement between Company and Customer.
- 2. <u>PAYMENT TERMS</u>. Customer shall pay to Company the amount listed on the face of the Sales Order Agreement or Invoice in the manner and in accordance with the terms provided on the face of the Sales Order Agreement or Invoice. If Customer fails to pay the amount listed on the Sales Order Agreement or Invoice as required, Company may, in its sole discretion, without prejudice to any other remedy, do any one or more of the following: (i) postpone shipments, (ii) alter payment terms, (iii) terminate shipments, and (iv) charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or such lesser rate as is required by applicable law). Any and all taxes imposed by federal, state or other governmental authorities on the sale of the Equipment shall be paid by Customer in addition to the prices listed (and whether or not itemized) on the Sales Order Agreement or Invoice. Customer may not hold back, delay or set-off any amounts owed to Company in satisfaction of any claims asserted by Customer against Company.
- 3. <u>DELIVERY TERMS</u>. Unless otherwise stated on the face of the Sales Order Agreement, all delivery terms shall be Free on Board (F.O.B.) at the facility where the Equipment is manufactured, pursuant to which the risk of loss passes to Customer when the Equipment is put into the possession of a carrier. Company will use reasonable diligence to meet the scheduled delivery dates provided herein, which are estimates and not guarantees of when the Equipment will actually be delivered. Customer's acceptance of delivery shall constitute a waiver of any claim of damage for delay. All references to delivery and shipment terms are with reference to the applicable provisions of the Uniform Commercial Code in effect from time to time in the State of North Carolina.
- 4. <u>INSTALLATION</u>. Unless otherwise set forth on the face of the Sales Order Agreement, Company shall not provide (i) any offloading or installation services with respect to the Equipment, (ii) any equipment, consumables or other hardware required for the installation of the Equipment, including, without limitation, concrete pads, conduit, wiring, lugs, fuel or fuel piping or (iii) any relay or system coordination study.
- 5. <u>SECURITY INTEREST</u>. To secure the payment of the purchase price of the Equipment and all other amounts due to Company from Customer, Customer hereby grants to Company a purchase money security interest in the Equipment and in all equipment and goods hereafter sold by Company to Customer, all accounts resulting from the sale or other disposition thereof by Customer and in all instruments, documents, general intangibles, attachments and accessions related thereto and all proceeds of the foregoing, as such terms are defined in the Uniform Commercial Code in effect from time to time in the State of North Carolina. Customer hereby authorizes Company to file with the appropriate filing offices such UCC-1 financing statements and other instruments and documents as Company deems necessary to evidence and perfect the above-described security interest.
- 6. <u>TITLE</u>. Upon delivery of the Equipment to Customer's job site, the Equipment shall become the property of Customer, subject to a reservation of a security interest herein granted to Company, and any losses or damage thereto shall be borne by Customer. Customer shall obtain appropriate risk insurance for fire, theft and extended coverage including vandalism, which recognizes Company's interest.
- 7. WARRANTY. WARRANTIES WITH RESPECT TO ANY EQUIPMENT ARE MADE BY THE MANUFACTURER OF SUCH EQUIPMENT, AND, UPON REQUEST, COMPANY WILL PROVIDE A COPY OF THE APPLICABLE MANUFACTURER'S WARRANTY. COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF ANY EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.
- 8. REMEDIES UPON BREACH. If Customer breaches this contract, Company shall be entitled, in addition to any other remedy at law or equity, to recover all costs and expenses incurred by Company in connection herewith. Such costs and expenses shall include, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed on Company by its suppliers or subcontractors. If Company breaches this contract, Customer's exclusive remedy shall be to terminate this contract, after written notice to Company of the breach and reasonable time to cure, by written notice thereof to Company, and to receive a refund of the Sales Order Agreement amount, if previously paid, for any Equipment that have not been shipped or otherwise identified to this contract as of the date of such termination.
- 9. CANCELLATIONS. Cancellation of this contract must be in writing signed by Customer and Company. Such cancellation will be deemed to occur on the date that both parties sign the notice of cancellation. Upon such cancellation, Customer agrees to pay Company the greater of (i) thirty percent (30%) of the amount listed on the face of the Sales Order Agreement or Invoice or (ii) all costs and expenses incurred by Company in connection with this contract, including, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed upon Company by its suppliers or subcontractors.
- 10. <u>COSTS</u>. Customer shall pay all of Company's costs and expenses, including reasonable attorney's fees, of collecting any amount not paid when due hereunder and of otherwise enforcing the terms and conditions of this contract.

- 11. EXCUSE FOR NON-PERFORMANCE. Company shall not be liable for damages of any kind, caused by delays in shipment, delivery, or any other nonperformance of this contract, directly or indirectly resulting from or contributed to by any circumstances beyond Company's control, including without limitation, riots, wars, earthquakes or national emergencies, labor disputes of every kind however caused, embargoes, nondelivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any such circumstance shall operate to extend Company's time of performance hereunder for a period not less than the period of such delay. In the event of any such circumstance, Company may allocate its production and deliveries among its customers as it may decide in its sole discretion.
- 12. INSOLVENCY OF CUSTOMER. Company may cancel this contract and suspend any further deliveries hereunder without any liability to Customer, and, if the Equipment has been delivered but not paid for, the price therefor shall become immediately due and payable despite any other agreement to the contrary, if: (i) any proceedings in bankruptcy, insolvency, receivership or liquidation are taken against Customer; (ii) Customer makes an assignment for the benefit of creditors or commits an act of bankruptcy or insolvency; (iii) Customer ceases, or threatens to cease, to carry on the ordinary course of its business, or transfers all or substantially all of its property; (iv) the Equipment is seized under any legal process or confiscated; or (v) Company in good faith believes that the ability of Customer to pay or perform any provision of this contract is impaired, or that the Equipment is in danger of being lost, or that any of the events mentioned above is about to occur.
- 13. <u>LIMITATION ON DAMAGES</u>. Company shall not be liable in tort, including liability in negligence or strict liability, and shall have no liability at all for injury to persons or property with respect to the Equipment or Company's performance hereunder. Company's contractual liability for failure to fulfill its obligations hereunder or any other liability in connection with the Equipment shall be limited to the amount of the purchase price of the Equipment. Even if Company has been advised of the possibility of the following, Company shall not be liable for any indirect, incidental, special or consequential damages, including lost profits and revenues, losses due to delay in shipment, failure to realize expected savings, any claim against customer by a third party, or any other commercial or economic losses of any kind.
- 14. **NOTICES.** All requests, instructions and notices from one party to the other must be in writing and may be given via mail or facsimile transmission to the address of the parties shown on the face of the Sales Order Agreement.
- 15. **GOVERNING LAW; VENUE.** This contract shall be governed by the laws of the state of North Carolina, without reference to its conflict of laws provisions. All disputes arising out of or in connection with this Agreement shall be brought and maintained in a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina.
- 16. MISCELLANEOUS. The terms and conditions stated herein constitute the complete and exclusive statement of the terms and conditions of the sale of the Equipment. There are no other promises, conditions, understandings, representations or warranties of any kind with respect to the subject matter hereof. This contract may be modified only by a writing referencing this contract signed by Company and Customer. The parties acknowledge and agree that any and all additional or different terms and conditions contained in any of Customer's acceptances, acknowledgments, invoices, bills or other commercial documents are hereby rejected by Company and shall not become part of the Conditions of Sale or limit, modify or otherwise affect the Sales Order Agreement. The failure of Company to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Any provision of this contract which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this contract in that jurisdiction without in any way invalidating the remaining provisions of this contract, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Company by virtue of this contract shall inure to the benefit of its successors and assigns.
- 17. <u>Taxes</u>. The pricing and information contained in the quote does not include any taxes that may be incurred by the party requesting the quote or CTE. This quote is not valid for capital improvement projects that the requestor submits NC Form 589Cl. Advise your sales representative if any tax exemption forms will be provided.

ACCEPTED BY:	P.O. #:
COMPANY:	DATE:

Cline Tate

Electric Power Sales Engineer
Carolina Cat | Power Systems Division
704-731-7265 (direct)
704-516-5513 (mobile)
ctate@carolinacat.com | www.carolinacat.com

CATERPILLAR 4 of 4 CAROLINA CAT

CARYL MECHANICALS, INC. dba THE BOSWELL GROUP

DATE:	11/15/21		
TO:	Dellinger	ATTN:	Will Crook
	P.O.Box 929	PROJECT#	S1246-05
	Monroe, NC 28111	JOB NAME:	NE Rowan Chem Booster Station
		TBG JOB#	1975
		RFC#	4
WE ARE S	SENDING YOU:		
	CONTRACT		SAMPLES
	COPY OF LETTER		SAFETY / SDS BOOK
X	REQUEST FOR CHANGE		SHOP DRAWINGS
200 300	PLANS		SPECIFICATIONS
	- PRINTS		OTHER .
PURPOSI	E OF ABOVE:		RETURNED FOR CORRECTIONS
X	SUBMIT FOR APPROVAL		RESUBMIT FOR APPROVAL
	APPROVED AS NOTED		_SUBMIT CORRECTED PRINTS
Х	AS REQUESTED		OTHER
	_ JOB SITE REQUIREMENT		
	DESCRIPTION OF REQUEST FOR CHANG		
	Add wiring to generator furnished by others,	Furnish and ins	stall 1-vvall Pack
	per RFP #002-Rev 1		
CICNATI	IRE OF RECEIPT:		DATE
SIGNATU	THE OF THE OLIT I.		
DDINTED	NAME OF ABOVE		

REQUEST FOR CHANGE FORM

Date: 11/15/21

Sales Tax Rate:

7.00%

Request for change Number #:

4

Project Number:

S1246-05

NE Rowan Chem Booster Station Project Name: Contractor Name: Dellinger Will Crook Who Initiated Request: Add wiring to generator furnished by others, Furnish and install 1-Wall Pack Change Description: per RFP #002-Rev 1 \$10,169.52 (a) **Materials** \$550.00 Rent of Equipment (b) \$10,719.52 Subtotal: [a+b] \$35.00 \$3,430.00 98.0 Rate: (c) Labor Hours: \$1,029.00 Labor Burden (e) \$15,178.52 Subtotal: [a+b+c+e] \$0.00 (d) Subcontractors Overhead & Profit--Materials, Rental, Labor (f) addition \$2,276.78 Overhead & Profit--Subcontractors and Lower Tier Subs \$0.00 addition

(g) Sales Tax on (a) and (b) above) \$750.37

Sub-Total (2) (f)

Total Request For Change \$18,205.66

Extension of Time Requested: _____ calendar days.

Acceptance

THOMAS CARYL
Subcontractor

11/15/21

Date

Contractor

Date

\$17,455.30

The Boswell Group P.O. Box 3020 Monroe, NC 28111-3020 704-289-8986 Dellinger P.O.Box 929

Monroe, NC 28111

Project Number: The Boswell Group

Quantity	Size	Materials Description	Unit Cost	Totals
1		LUMP SUM ELECTRIC MATERIAL INCLUDED	\$8,769.52	\$8,769.52
1		Wall Pack Type LW1	\$400.00	\$400.0
1		12"x12"x6" SS j-box	\$1,000.00	\$1,000.00
				\$0.00
				\$0.00
1111111				\$0.00
				\$0.00
				\$0.0
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			x-Esset III "I	\$0.0
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				\$0.0
				\$0.0
				\$0.0
				\$0.0

Quantity in Hours Labor Rate Totals Type Labor \$3,430.00 \$35.00 **ELECTRICAL** 98.0 \$0.00

Itemized Equipment Rental Breakdown

Project Number: The Boswell Group S1246-05

Rental Period = Daily, Weekly, Monthly Includes Delivery and Pick Up Charges

Equipment Description	Unit Cost	Rental Period	Quantity	Totals
Walk Behind Trencher	\$250.00	1 Day	1	\$250.00
Tamper	\$100.00	1 Day	1	\$100.00
Delivery, Pick up	\$200.00		1	\$200.00
				\$0.00
A 4 4 4 5				\$0.00
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		ri erejut		\$0.00
		a to S. Missian St.		\$0.00
				\$0.00
				\$0.00
P 22				\$0.00
				\$0.00
				\$0.00
	- X 251	THE RESERVE TO SERVE THE	1	\$0.00



108 N SUTHERLAND AVE MONROE NC 28110-3602 Phone: 704-283-8106 Fax: 704-289-4074

To:

CARYL MECH INC DBA THE BOSWELL GRP

2303 STAFFORD STREET EXT

MONROE NC 28110-9673

Attn:

Jerry Blanchard Phone: 704-289-8986 704-289-5130

Fax: Email: Date:

11/11/2021

Proj Name: GB Quote #:

0239337601

Release Nbr:

Purchase Order Nbr:

Additional Ref#

Valid From:

11/11/2021

Valid To:

11/12/2021

Contact:

CAMERON HILDRETH

Email:

cameron.hildreth@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	30 EA	CONDUIT	3/4-ALUM	3/4-ALUM RIGID CONDUIT	\$222.30	100	\$66.69
GB Part #: 88272926	UPC #: 98	3003001102					
200	3 EA	CONDUIT	3/4-90D-ALUM- ELL	3/4-90 DEG STD RAD ALUM ELBOW	\$1,009.86	100	\$30.30
GB Part #: 88273304	UPC #: 98	3002001162					
300	3 EA	CONDUIT	3/4-ALUM-COUP	3/4-ALUM COND COUPL	\$345.87	100	\$10.38
GB Part #: 88273303	UPC #: 98	002001132	2				
400	1 EA	COOPER CROUSE-HINDS	LB25 CGN	3/4 RGD LB COND BODY CVRAND GSKT AL	\$705.25	100	\$7.05
GB Part #: 96015893	UPC #: 78	456474370			*		
500	4 EA	COOPER CROUSE-HINDS	12SS ·	3/4 FITTING LOCKNUT SS	\$1,672.93	100	\$66.92
GB Part #: 25423069	UPC #: 66	227702913					
600	2 EA	COOPER CROUSE-HINDS	932	3/4 INS BSHG 105 DEGREE C	\$9.77	100	\$0.20
GB Part #: 92134048	UPC #: 78	456410932					

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

CARYL MECH INC DBA THE BOSWELL GRP

2303 STAFFORD STREET EXT

MONROE NC 28110-9673

Attn:

Jerry Blanchard

Date:

11/11/2021

Proj Name: GB Quote #:

0239337601

ProposalWe Appreciate Your Request and Take Pleasure in Responding As Follows

700	4 EA	COOPER B-LINE SYS	B2009SS4	PIPE AND CONDUIT CLAMP RIGID 3/4-IN.	\$444.25	100	\$17.77
GB Part #: 90073821	UPC #: 7	8101161018					
800	100 EA	L H DOTTIE	SA14138	SLEEVE ANCHOR	\$48.11	100	\$48.11
GB Part #: 96033915	UPC #: 78	8100259330					
900	100 EA	L H DOTTIE	FWS14	1/4IN FLAT WASHERS STAINLESS STEEL	\$7.39	100	\$7.39
GB Part #: 99601306	UPC #: 78	3100269886					
1000	500 EA	WIRE	THHN-12-SOL- BLK-500S	THHN/THWN-2 SOL 600V 90DEG CU	\$204.03	1000	\$102.02
GB Part #: 88284225	UPC #: 98	3010022400					
1100	200 EA	ABB ELECTRICAL	COND1-G	1 GRAY PVC CTD COND STLRGD	\$1,154.89	100	\$2,309.78
GB Part #: 90002094	UPC #: 70)450826103					
1200	8 EA	ABB ELECTRICAL	ELL1-G	1X90 GRAY PVC CTD ELBOWSTL	\$37.97	1	\$303.76
GB Part #: 90002096	UPC #: 70	450836988					
1300	8 EA	ABB ELECTRICAL	CPL1-G	1 GRAY PVC CTD COUPLINGSTL	\$12.00	1	\$96.00
GB Part #: 90002095	UPC #: 70	450836219					
1400	4 EA	ABB ELECTRICAL	LB38-4X-G	1 IN GRAY PVC CTD UL4X LB FM8	\$129.20	1	\$516.80
GB Part #: 25271697	UPC #: 70	450802449					

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

CARYL MECH INC DBA THE BOSWELL GRP

2303 STAFFORD STREET EXT

MONROE NC 28110-9673

Attn:

Jerry Blanchard

Date:

11/11/2021

Proj Name: GB Quote #:

0239337601

ProposalWe Appreciate Your Request and Take Pleasure in Responding As Follows

1500	10 EA	COOPER B-LINE SYS	B2010SS4	PIPE AND CONDUIT CLAMP RIGID 1-IN. ST	\$581.15	100	\$58.12
GB Part #: 94026533	UPC #: 78	3101161032					
1600	2 EA	COOPER B-LINE SYS	BL1420SS4	SS CONDUIT HNGR 2 TRADE. 1IN RIGID/EMT	\$478.56	100	\$9.57
GB Part #: 22123821	UPC #: 78	3101157506					
1700	12 EA	CONDUIT	UA 1 GRY CUT REEL	UL TYPE LIQUID TIGHT	\$414.73	100	\$49.77
GB Part #: 95076755	UPC #: 98	3095076755					
1800	2 EA	COOPER CROUSE-HINDS	LT100	1-IN STR L/T CONN	\$387.58	100	\$7.75
GB Part #: 88073391	UPC #: 78	456430100 ,					
1900	2 EA	COOPER CROUSE-HINDS	LT10090	1-IN 90D L/T CONN	\$844.21	100	\$16.88
GB Part #: 88073393	UPC #: 78	456490100					
2000	20 EA	COOPER B-LINE SYS	B24SH-120SS4	CHNL 1 5/8X1 5/8 9/16X7/8 SH 14 GA 120IN	\$2,497.62	100	\$499.52
GB Part #: 22081919	UPC #: 78	101122213					
2100	50 EA	L H DOTTIE	SA38178	3/8X1-7/8 SLVE ANCHORS HEXHEAD ZINC PLTD	\$56.85	100	\$28.43
GB Part #: 25321592	UPC #: 78	100259338				4	

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MONROE NC 28110-9673

Jerry Blanchard

Date:

Proj Name: GB Quote #:

11/11/2021

0239337601

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2200	100 EA	L H DOTTIE	FWS38	3/8IN FLAT WASHERS STAINLESS STEEL	\$17.14	100	\$17.14
GB Part #: 99601308	UPC #: 78	3100269890					
2300	1,000 EA	WIRE	THHN-14-STR- BLK-500S	THHN/THWN-2 19 STR 600V 90DEG CU	\$160.73	1000	\$160.73
GB Part #: 88284592	UPC #: 98	3010022800					
2400	500 EA	WIRE	THHN-10-STR- BLK-500S	THHN/THWN-2 19 STR 600V 90DEG CU	\$359.80	1000	\$179.90
GB Part #: 88284544	UPC #: 98	8010023000					
2500	300 EA	WIRE	THHN-2/0-STR- BLK-CUT REEL	THHN/THWN-2 19 STR 600V 90DEG CU	\$3,963.94	1000	\$1,189.18
GB Part #: 22061499	UPC #: 98	022061499					
2600	4 EA	3M CO ELECTRICAL	FB136	3M FIRE BLOCK SEALANT (10.1 FL OZ) CARTR	\$5.63	1	\$22.52
GB Part #: 22118346	UPC #: 05	111516591					
2700	70 EA	ABB ELECTRICAL	COND2-G	CONDUIT PVC COATED 2IN	\$2,057.78	100	\$1,440.45
GB Part #: 90002098	UPC #: 70	450826106					
2800	5 EA	ABB ELECTRICAL	ELL2-G	2X90 GRAY PVC CTD ELBOWSTL	\$86.77	1	\$433.85
GB Part #: 89087471	UPC #: 70	450837019					
2900	5 EA	ABB ELECTRICAL	CPL2-G	2 GRAY PVC CTD COUPLINGSTL	\$21.81	1	\$109.05

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CARYL MECH INC DBA THE BOSWELL GRP

2303 STAFFORD STREET EXT

MONROE NC 28110-9673

Attn:

Jerry Blanchard

Date:

11/11/2021

Proj Name: GB Quote #:

0239337601

ProposalWe Appreciate Your Request and Take Pleasure in Responding As Follows

GB Part #: 90002099	UPC #: 70	0450836241					
3000	2 EA	ABB ELECTRICAL	LB68-4X-G	2IN GRAY PVC CTD LB FORM 8 UL-4X BODY	\$284.62	1	\$569.24
GB Part #: 25457381	UPC #: 70	0450802475					
3100	6 EA	CONDUIT	UA 2 GRY CUT REEL	UL TYPE LIQUID TIGHT	\$757.81	100	\$45.47
GB Part #: 95076739	UPC #: 98	3095076739					
3200	1 EA	COOPER CROUSE-HINDS	LT200 S	2-IN STR L/T CONN	\$1,861.28	100	\$18.61
GB Part #: 88073406	UPC #: 78	3456430200					
3300	1 EA	COOPER CROUSE-HINDS	LT20090	2-IN 90D L/T CONN	\$2,661.87	100	\$26.62
GB Part #: 88073408	UPC #: 78	456490200					
3400	6 EA	COOPER B-LINE SYS	B2013SS4	PIPE AND CONDUIT CLAMP RIGID 2-IN. ST	\$1,012.07	100	\$60.72
GB Part #: 90073825	UPC #: 78	101161068					
3500	1 EA	COOPER B-LINE SYS	BL1450-SS4	2IN RIGID HNGR SS	\$1,501.17	100	\$15.01
GB Part #: 22075921	UPC #: 78	101157535					
3600	1 EA	COOPER CROUSE-HINDS	TP7010	1G WP BOX W/3 1/2 HUBS	\$236.83	100	\$2.37
GB Part #: 97230814	UPC #: 78	618907010					

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2303 STAFFORD STREET EXT

MONROE NC 28110-9673

Jerry Blanchard

Date:

11/11/2021

Proj Name: GB Quote #:

0239337601

ProposalWe Appreciate Your Request and Take Pleasure in Responding As Follows

3700	1 EA	INTERMATIC	WP1010MXD	DIE CAST XDUTY 1G VERT - (BOSS)	\$19.14	1	\$19.14
GB Part #: 25447011	UPC #: 07	INC 7827513013		,			
3800	12 EA	CONDUIT	UA 1/2 GRY CUT REEL	UL TYPE LIQUID TIGHT	\$166.59	100	\$19.99
GB Part #: 95076750	UPC #: 98	8095076750					
3900	2 EA	COOPER CROUSE-HINDS	LT50	1/2 STR L/T CONN	\$190.62	100	\$3.81
GB Part #: 88073425	UPC #: 78	3456430050					
4000	2 EA	COOPER CROUSE-HINDS	LT5090	1/2 90D L/T CONN	\$342.36	100	\$6.85
GB Part #: 88073428	UPC #: 78	3456490050					
4100	2 EA	COOPER B-LINE SYS	BL1400SS4	1/2IN RGID OR EMT HNGR	\$380.84	100	\$7.62
GB Part #: 25495461	UPC #: 78	101157490					
4200	1 EA	3M CO ELECTRICAL	SPB-03	WIRE MARKER BOOK 10 MARKERS 1-45	\$17.48	1	\$17.48
GB Part #: 92036566	UPC #: 05	400749953					
4300	20 EA		BARE-CU-SD- 4/0-19STR-CUT REEL	BARE CU	\$6,583.34	1000	\$131.67
GB Part #: 22063080	UPC #: 98	022063080	······				
4400 GB Part #: 88047677	-	BURNDY LLC 181001380	KS29	SERVIT 1 STR-250	\$18.89	1	\$18.89

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2303 STAFFORD STREET EXT

MONROE NC 28110-9673

Attn:

Jerry Blanchard

Date:

11/11/2021

Proj Name: GB Quote #:

0239337601

ProposalWe Appreciate Your Request and Take Pleasure in Responding As Follows

Total in USD (Tax not included):

\$8,769.52

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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24-Hour Emergency Phone#: 1-800-GRAYBAR

Danny Line

From:

Jerry Blanchard <jblanchard@theboswellgroup.com>

Sent:

Wednesday, November 10, 2021 4:24 PM

To:

Danny Line

Subject:

NE Rowan Booster Pump Station

1-----FIXTURE TYPE LW1

They are making some changes and I need some prices:

1-----FIXTURE TYPE LW1

\$ 400 9

1-----12" X 12" X6" N 4X SST BOX

\$ 1,00000 €0

Thank you.

Jerry Blanchard **Electrical Estimator**



ELECTRICAL & PLUMBING CONTRACTORS COMMERCIAL | INDUSTRIAL | SERVICE

PO Box 3020 Monroe, NC 28111 O: 704.289.8986 C: 704.575.2384

Jan 20 11-12-21

EXTERNAL EMAIL: DO NOT click links or attachments unless you recognize the sender and know the content is safe.



General Contractor P. O. Box 929 ---- Monroe, NC 28111-0929

Office No. (704) 283-7551

Fax No. (704) 289-8217

Request For Change (RFC) To Contract Amount

	RFC #	003	PROJECT	NE Rowan County Chemical Booster Station	DATE12/7/2021	
Attn: Eng./Owner: Address: City: Owner:		Hayden Reynolds, EIT Hazen and Sawyer 4011 WestChase Blvd. Suite 500 Raleigh, NC 27607 Rowan County)	- - - -		
Description of C coincides with RI			mpany for Additiona	al Scope items for the Northeast Rowan Chemcal Booste	er Station. This Change Orde	er
This RFC is valid	for		Change Order Am me reevaluation of c	ount cost and time may be necessary.	\$2,150.57	
Request for Cha	nge to (Contract Amount Accepted by O)wner	DELLINGER, INC.		
Ву:		Signature	Date:	By:Signature	Date:	
		Title		Will Crool - Project Ma Name and Tit		*



General Contractor P.O. Box 929 ---- Monroe, NC 28111-0929

Office No. (704) 283-7551

Fax No. (703-289-8217

COST DETAILS

	246 Rowan County C		DATE:	12/7/2021 Rowan County	003		
LABOR							
Project Manager		Rate \$ 59.04 X 2 Ho	ours -	\$ - \$ 118.08 \$ 118.08			
EQUIDMENT		TAX, INS., BENEFITS 35.48% SUBTOTAL - LABOR	-	\$ 41.89	\$	159.97	
EQUIPMENT		- - -		\$ - \$ -			
<u>MATERIAL</u>		SUBTOTAL - EQUIPMENT	-		\$		
Lord & Company		- - SUBTOTAL	_	\$ 1,685.18 \$ 1,685.18 \$ -			
SUBCONTRACTOR		SALES TAX 0.00% SUBTOTAL - MATERIAL	-	\$ -	_\$	1,685.18	
		- SUBTOTAL - SUBCONTRA	CTS				\$ -
JOB OVERHEAD OUT OF TOWN EXPENSES UTILITIES (SANITARY FACILITIE TELEPHONE, POWER)	ES,	PER DAY PER DAY SUBTOTAL - JOB OVERHE	_	\$ - \$ -	_\$		
PRORATED AND OTHER COST							
MOB / DEMOB SAFETY 2% OF LABOR SMALL TOOLS 2% OF LABOR		SUBTOTAL - OTHER COST	-	\$ - \$ 3.20 \$ 3.20	\$	6.40	
				SUB TOTAL	\$	1,851.55	
				Mark Up 15% SUBCONTRACTS MARK UP 5% SUBTOTAL BOND 1 % TOTAL	\$ \$ \$ \$ \$	277.73 2,129.28 - 2,129.28 21.29 2,150.57	



2100 Carolina Place Drive; Fort Mill, SC 29708 Tel: (803) 802- 0060 Fax: (803) 802- 0070

Website: www.lordandcompany.com



Task Order 1A: North East Rowan County Water System Chemical Booster Station Additional Scope Items L&C Project No. SE-8777

L&C Quotation No. 082621c

"A FULL-SERVICE INSTRUMENTATION & CONTROLS COMPANY"

We are pleased to present our quotation for the services as required below. The cost in quote includes the cost for engineering labor and parts needed to successfully achieve the services requested on **Proposal No. 001 Rev 2.**

We appreciate the opportunity to meet your instrumentation and control needs for this project and give your company a firsthand experience of working with Lord & Company. We are certain that we will prove our excellent reputation of over 30 years for quality equipment, timely services, and experienced engineers.

Engineering

We shall provide the specified shop drawings, submittals, testing and calibration documentation and O & M manuals in software (CD) format. Hard copies of these documents can be printed from the CD, or Lord & Company will provide hard copies at an additional cost. Additional hard copy of O&M Manuals can be supplied at a cost of \$120 per manual.

Warranty

We shall provide a One (1) year warranty from the date of customer acceptance on the equipment as specified. Damage due to misuse, abuse, flooding, moisture, lightning surges, transients from lightning or any other induced voltages are not covered. Equipment manufacturer's standard warranty and terms apply.

Notes

Unless **specifically set forth** in the scope of this proposal, this offer does not include:

- Interconnecting wiring or conduit
- ♦ Fiber Optic Cable
- **◊** Communication Connectors
- **♦** Installation
- ◊ Installation of antenna, antenna towers, cable, conduit & wire
- ♦ Wire termination's
- ♦ Power distribution equipment
- ♦ Local power disconnects
- ♦ TVSS enclosures
- ♦ Electrical Racks with Hoods
- ♦ Enclosure Rated for Class I, Division 2 hazardous location
- ♦ Misc. hardware and mounting equipment such as stands, poles, anchors, sunshields, etc.

Terms

Monthly progress payments for milestones, design, material shipments, startup, etc.; Net 30 days after date of invoice. A 1 1/2% monthly interest charge shall apply to all invoices over 15 days past due. No statement or condition contained in any order submitted by Buyer which modifies, adds to, is different from or inconsistent with any item or condition of this Quotation shall be binding on the Seller unless the Seller shall have expressly consented in writing to such statement or condition. Reference this quotation number on all correspondence concerning this project, including purchase orders and/or contracts.

Total Price \$1,685.18

Starting & Finishing with Excellence



www.lordandcompany.com



Page 2 of 2

We sincerely thank you for the opportunity to work with you on this project and hope that you are richly blessed with the Grace of God in your life. If you have any question or concerns pertaining to this scope of work please contact me.

Sincerely, Lord & Company, Inc.

Diego Machuca

Project Manager/Engineering Services Development Manager



2100 Carolina Place Drive Fort Mill, SC 29708 Mobile: 601-874-1216 Office: 803-802-0060;132

Email: dmachuca@lordandcompany.com

Website: lordandcompany.com

Rowan County Chemical Booster Station Summary RFP's, WCD's and Change Orders Updated December 21, 2021

RFP No.	WCD No.	RFC No.	Change Order No.	Description	Cost	Credit	Net	Adjusted Contract Amount	Adjusted S.C. Duration	Adjusted S.C. Date	Adjusted F.C. Duration	Adjusted F.C. Date	Status / Comments
				Original Contract Amount / Durations / Dates				\$742,900.41	219	8/9/2022	217	9/6/2022	
	001	001		Wiring for 4-20 mA Functionality for Metering Pumps	\$1,939.48		\$1,939.48	\$744,839.89	θ				VOID by FO-001.
001		003		Additional Programming for 4-20 mA Functionality	\$2,150.57		\$2,150.57	\$745,050.98					Cost Proposal (RFC-003) Rev 2 received 12/7
002		002		40 kW Generator/Manual Transfer Switch Relocation	\$74,672.53		\$74,672.53	\$819,723.51					Cost Proposal (RFC-002) received 11/23
	-		001	Change Order No. 1	\$76,823.10	\$0.00	\$76,823.10	\$819,723.51	219		217		Executed
			001	Total Percentage Change per CO No. 1				10.34%		_	-		Executed
			002	Change Order No. 2	\$0.00	\$0.00	\$0.00		0		0		Executed
			002	Total Percentage Change To Date				10.34%					Lxecuteu
	-												
			003	Change Order No. 3 (Future) Total Percentage Change To Date	\$0.00	\$0.00	\$0.00		0	•	0		Future
			000	Total Percentage Change To Date				10.34%					latare

\$76,823.10

RFP - Request for proposal WCD - Work Change Directive RFC - Contractor Proposal S.C. - Substantial Completion F.C. - Final Completion

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: Anna Bumgarner

DATE: 12/21/21

SUBJECT: Contract with Rae's Playze Adult Day Center for DSS

Department of Social Services would like to enter into a contract with Rae's Playze Adult Day Center to provide therapeutic respite care and AFL services for those in Rowan County custody. The contract will end June 30,2022 and will not exceed \$160,000.

Attached is the proposed contract with Rae's Playze Adult Care Center.

Department of Social Services and Purchasing Directors recommend that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Rae's Playze Adult Day Center for therapeutic respite care and AFL services in an amount not to exceed \$160,000.

ATTACHMENTS:

DescriptionUpload DateTypecontract12/21/2021Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO: FROM:	Aaron Church, Rowan County M Micah Ennis, Director	lanager		;
DEPT: DATE: SUBJECT:	Social Services 12/13/2021 Rae's Playze Adult Day Center	2 2331		·.
	F CONTRACT: provides therapeutic respite care	and AFL services for	those in RCDSS cu	stodv.
				-
				:
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	erina di Santa di Sa Santa di Santa di Sa			:
				· · · · · ·
			en german en de	
	CONTRACT C	ERTIFICATION		
By submit	ting this memorandum, I agre	e that I have:		
1. Read a	nd understand the terms of th	e contract.		
	est of my knowledge the tern		. ,, ,	_
	act are compliant with North (wan
	rchasing Policy and any applic			
s. I nave s	secured and attached in MUN	S the Certificate	of Insurance.	
	22	12/13/20	21	
		_1-110/70	~ /	

DATE

Signature of Director

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Rae's Playze Adult Day Center (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or <u>Social Security Number</u> is 04-3844604 and DUNS Number (required if funding from a federal funding source). 01–2760172

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

	(2) The General Terms and Conditions (Attachment A) (3) The Scope of Work, description of services, and rate (Attachment B) (4) Combined Federal Certifications (Attachment C) (5) Conflict of Interest Policy (Attachment D) (6) No Overdue Taxes (Attachment E) (7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I) (8) Certification of Transportation (Attachment J) (9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) https://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L) (11)State Certification (Attachment M) (12)Attachment N - Non-Discrimination, Clean Air, Clean Water (16) Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3.	Effective Period: This contract shall be effective on10/1/2021 and shall terminate on 6/30/2022, This contract must be twelve months or less.
4.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5.	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 160,000.00 This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	 □ b. The Contractor's matching requirement is \$
TI	The contributions from the Contractor shall be sourced from non-federal funds. ne total contract amount including any Contractor match shall not exceed \$160,000.00.
6.	Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

IF DELIVERED	BY US POSTAL SERVICE	IF DELIVERED	BY ANY OTHER MEANS
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
<u>Email</u>	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED	BY ANY OTHER MEANS
Name & Title	Ruby Works/CEO	Name & Title	Ruby Works/CEO
Company Name	Rae's Playze Adult Day Center	Company Name	Rae's Playze Adult Day Center
Mailing Address	7516 E. Independence Blvd. Ste	Street Address	7516 E. Independence Blvd. Ste 115
City State Zip	Charlotte, NC 28227	City State Zip	Charlotte, NC 28227
Telephone	704-563-3334		
Fax	704-943-0559		
Email	rworks@raesplayze.com		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

5 to the Sg. 5 to the transfer of the sg. 5 to the sg. 5	
The Contractor and the County have executed this contract in duplicate originals, party.	with one original being retained by each
All Control of the second of t	11-23-21
<u>, , , , , , , , , , , , , , , , , , , </u>	1100
Signature Caby WORKS	Date CEO
Printed Name	Title
COUNTY	12/11
	10/13/2021
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micah Ennis	Director
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Governi	ment Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by

Default and Termination

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

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

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

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

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

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

Intellectual Property Rights

limitation.

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

Rae's Plavze Adult Day Center

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

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

Oversight

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

Miscellaneous

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

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

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

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

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

Rae's Playze Adult Day Center or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 04-3844604 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Rae's Playze Adult Day Center
- 2. If different from Contract Administrator Information in General Contract:

Address

Telephone Number:	Fax Number: Email: Respite Services a	A LFL Services
3. Name of Program (s):	Respite Services a	Ma /II
4. Status:	Private, Not for Profit	☐ Private, For Profit
5. Contractor's Financial Rep	porting Year July through Jun	ne ·
B. Explanation of Services to	o be provided and to whom (inc	lude SIS Service Code):
ATL Services Ona	zespire services (hesp	m Ath Providers home Wes
See MUTUAL AGREEMEN	T SECTION der	inte sisservice codes. The services are not allowed in Atl Providers home when their license

C. Rate per unit of Service (define the unit): Alternative Family Living (AFL)

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates		Monthly Rates				
	Age 0-5	Age 6-12	Age 13+			
Foster Care		-				
Therapeutic Foster Care	\$475	\$581	\$634			
Residential Treatment (Level 2)		i				
Child Placing Agency	\$1,433	\$1,564	\$1,638			
Residential Child Caring Institution	\$4,279	\$4,437	\$4,516			
Standard Board and Treatment Rates	Dai	ly Rates				
	Board	Treatment*				
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88				
Residential Treatment Level 3, 5+ beds	\$33	\$189.75	7			
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71				
Residential Treatment Level 4, 5+ beds	\$40	\$315.71	1			
*Treatment R	ates set by DMA	and are subject to	change.			

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- 1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
- 2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 3. Share all information needed to ensure a good match/appropriate placement.
- 4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

- Provide data to the County annually or as needed for special projects or to address specific concerns
- 2. Complete Quality Standards Tool and provide to the County annually. (see attached)
- 3. Complete *Outcome Data Dashboard* regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
- Ensure records are accessible for review for monitoring services rendered and for financial audits.
- 5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- 2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.

- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- 6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
- 8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- 1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- 4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- **6.** Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- 7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- 9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.

- 11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- 1. Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.

- Conduct in-person visits with each child at least once a month in the placement provider's home.
- 3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- 5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

- 1. Coordinate required medical exams for each child and advise Private Partner of results.
- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- 3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- 5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- 7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- 2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination:
 - b. The Certification Regarding Drug-Free Workplace Requirements:
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- 3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

Contractor Name

[]	He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not
	made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to
	influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress,
	or any employee of a Member of Congress in cor nection with a covered Federal action.

ວ.	The Contractor shall re	equire its subcontractors, i	any, to make/the s	same certifications	and disclosure.	
	de aux			/	CEO	
Sign	nature				Title	
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[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Rae's Playze Adult Day Center

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY __, Notary Public for said County and State, certify personally appeared before me this day and that he/she is and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held Sworn to and subscribed before me this <u>29</u> day of <u>November</u> **ANNA PANCAMO** Notary Public Union Co., North Carolina Union Co., North Caronia My Commission Expires May 13, 2024 Notary Public My Commission expires MAY 13 Instruction for Organization: Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy. Name of Organization

Signature of Organization Official



	704-568-6650
--	--------------

🖫 704-563-3349

rworks@raesplayze.com

CONFLICT OF INTEREST

Conflict of Interest Defined:

The definition of conflict of interest includes any bias or the appearance of bias in making decisions that would reflect a dual role by an employee, board member or a family member of the organization. A conflict of interest occurs when an employee or board member has a direct or fiduciary interest in another relationship or in an action that results in, or has the appearance of resulting in, personal, organization, or professional gain.

Employee Responsibilities:

It is in the interest of Rae's Playze Day Center, staff, and board members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any/all conflict of interest and avoid any appearance of conflict of interest. Rae's Playze Adult Day serves the community as a whole. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of Rae's Playze Adult Day Center. Any conflict of interest or the appearance of it shall be reported to the Director immediately. Employees are to maintain independence and objectivity with clients, the community and organization. Employees are directed to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

Any employee, members of immediate family and members of the Board are prohibited from accepting gifts, money or gratuities from a) person receiving benefits or services from Rae's Playze Adult Day Center; b) any person or organization performing or seeking to perform services under the contract with Rae's Playze Adult Day Center and; c) persons who are otherwise in a position to benefit from the actions of any employee or the organization.

Employees may, with prior approval from the Executive Director receive honoraria for lectures and other such activities while on personal days, compensatory time, and annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to Rae's Playze Adult Day Center.

Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 12th day of December, 2020.



704-568-6650

704-563-3349

works@raesplayze.com

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

ANNA PANCAMO

Notary Public

Union Co., North Carolina

My Commission Expires May 13, 2024

- G. Record of Conflict The minutes of the governing board and all committees with board delegated powers shall contain:
 - The names of the persons who disclosed or otherwise were found to have an actual or possible
 conflict of interest, the nature of the conflict of interest, any action taken to determine whether a
 conflict of interest was present, and the governing board's or committee's decision as to whether a
 conflict of interest in fact existed.
 - The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

és Mayre Adult Dr. Conto

Approved by:

##ContractorName##

Signature of Organization Official

Date

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

- A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.
- B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.
- C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
 - 1. The Board member or other governing person, officer, employee, or agent;
 - 2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
 - 3. An organization in which any of the above is an officer, director, or employee;
 - 4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.
- E. Board Action When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

NCDHHS COI1015 (Rev. 4/11)



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•	70	4-J	00-	00	JU

704-563-3349

rworks@raesplayze.com

NO OVERDUE TAX DEBT

10/01/2021

To: Mecklenburg County

Certification:

I, certify that Rae's Playze Adult Day Center does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal or state level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23c is guilty of criminal offense punishable as provided by N.C.G.S 143C-10-1b.

Sworn Statement:

I, Ruby Works being duly sworn, say that I am the Board Chair, respectively, of Rae's Playze Adult Day Center of Charlotte in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action

Ruby Works, Board Chair

Sworn to and subscribed before me on the day of the date of said certification.

ANNA PANCAMO

Notary Public Union Co., North Carolina My Commission Expires May 13, 2024

My Commission Expires: MAY 13, 2024

G.S. 105-243.1 defines: Overdue tax debt- Any part of tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

- 1. Insuring that all drivers (including employees, contractor's employees, and volunteers) shall be at least 18 years of age;
- 2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
- 3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
- 4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;
- 5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (Medicaid only)
- 6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (Medicaid only)
- 7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- 8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (signature on this form confirms this statement).

Signature CEO

Title

Raes Playre South Day Centre 11-23-21

Agency/Organization Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

Revised 06-2015

Date: MAY 2 7 2008

R.D. WORKS, INC. 7338 FORREST RADER DR CHARLOTTE, NC 28227

Employer Identification Number: 04-3844604 DLN: 17053319324007 Contact Person: ELSIE YEE ID# 95203 Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: 170(b)(1)(A)(vi) Form 990 Required: Yes Effective Date of Exemption: May 9, 2006 Contribution Deductibility: Yes Advance Ruling Ending Date: December 31, 2010 Addendum Applies: No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

	IUZ3 (riev. o-zuuti) Name; EIN: —		Page 11
	rt X Public Charity Status (Continued)	·	
f	509(a)(4)—an organization organized and operated exclusively for testing for public safety. 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is or operated by a governmental unit.	wned or	
g	509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the of contributions from publicly supported organizations, from a governmental unit, or from the general programment of the contributions from the contribution of the contributions from the contribution of the co	he form	
	509(a)(2)—an organization that normally receives not more than one-third of its financial support from ginvestment income and receives more than one-third of its financial support from contributions, memb fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).	ross Dership	
	A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like decide the correct status.		
	selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible t	to receive.	
a	Request for Advance Ruling: By checking this box and signing the consent, pursuant to section 6501 the Code you request an advance ruling and agree to extend the statute of limitations on the assessme excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advant years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, Extending the Tax Assessment Period, provides a more detailed explanation of your rights and the consequences of the day you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by toil-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you we otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an adruling.	(c)(4) of ent of ort status nce ruling or limit choices calling	
	Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal F	Revenus Cod	— le
	For Organization		
	(Signature of Orficer, Director, Trustee, or other (Type or print name of signer) (Date)	16/07	
	(Signification of Orificer, Director, Trustee, or other authorized official) (Type or print title or authority of signer)	116/07	
	(Signification of Officer, Director, Trustee, or other (Type or print name of signer) (Oate)	1667	
	(Signature of Officer, Director, Trustee, or other authorized official) (Type or print title or authority of signer) (Type or print title or authority of signer)	16 67 18	
	(Signature of Orficer, Director, Trustee, or other authorized official) (Type or print title or authority of Signar) For IBS Use Only MAY 2 7 20	enths and	
	(Signature of Orficer, Director, Trustee, or other authorized official) (Type or print title or authority of signer) (Type or print title or authority of signer) (Date) For IBS Use Only (Page of print title or authority of signer) (Date) Request for Definitive Ruling: Check this box if you have completed one tax year of at least 8 full mo you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box h in line 5 above. If you checked box i in line 5 answer both lines 6b(i) and (i). (I) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. (b) Attach a list showing the name and amount contributed by each price of company of the page of th	enths and acked box above,	
	(Signature of Orficer, Director, Trustee, or other authorized official) (Type or print title or authority of signer) (Type or print title or authority of signer) (Date) For IBS Use Only (Fig. Director, Exempt Organizations (Date) Request for Definitive Buling: Check this box if you have completed one tax year of at least 8 full more you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box h in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 answer both lines 6b(i) and (ii).	enths and acked box above,	
	(Signature of Officer, Director, Trustee, or other (Type or print name of signer) (Date) For IRS Use Only Request for Definitive Ruling: Check this box if you have completed one tax year of at least 8 full more you are requesting a definitive ruling. To confirm your public support status, answer line 6b(ii) if you checked box h in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box I in line 5 above is you checked box I in line 5 above. If you checked box I in line 5 above is the support status, answer line 6b(ii) and (ii). (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. (b) Attach a list showing the name and amount contributed by each person, company, or organizating gifts totaled more than the 2% amount. If the answer is "None," check this box. (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each discussion and increases.	enths and acked box above, above, alon whose and on, if the	

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article 2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143/GS 143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

- country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	Kae's Playze Adult D	44 Center
Contractor's Authorized Agent:	Signature A	Date 11-23-21
	Printed Name Ruby WORKS	Title CEO
Witness:	Signature MURIU	Date_11-23.21
	Printed Name Cindy R. 6hazu	Title EXPLUSIVE DIFECTOR

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: The Contractor that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

(Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018)

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature Title

Pal's Planze Abult Out ander 11-23-21

Agency/Organization Date

(Certification signature should be same as Contract signature.)

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or
 use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be
 taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and

Address

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street 7516 E. Independence Blud							
City, State, Zip Code	Charlotte,	KC	28227/sk	115			
Street	ŕ		/				
City, State, Zip Code							

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

- 1. The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- 9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Type of Federal Action:	2. Status of Federa	l Action:	3. Report Type:				
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. Bid/offer/app b. Initial Award c. Post-Award		a. initial filing b. material change For Material Change Only: Year Quarter Date Of Last Report:				
4. Name and Address of Reporting Entity:			ity in No. 4 is Subawardee, Enter Name				
☐ Prime ☐ Subawardee Tier (if known)		and Address of	Prime:				
Congressional District (if known)		Congressional Distric	t (if known)				
6. Federal Department/Agency:		•	Name/Description:				
8. Federal Action Number (if known)		9. Award Amount (i	f known) \$				
10. a. Name and Address of Lobbying Er (if individual, last name, first name) (attach Continuation Sheet(s) SF-LLL-A	, MI):	different from	Performing Services (including address if n No. 10a.) (last name, first name, MI): uation Sheet(s) SF-LLL-A, if necessary)				
11. Amount of Payment (check all that ap			t (check all that apply):				
\$	·):	a. retainer b. one-time fee c. commission d. contingent fe e. deferred f. other; specif					
 Brief Description of Services Performe Member(s) contacted, for Payment Ind 							
15. Continuation Sheet(s) SF-LLL-A attac	hed:	☐ Yes	□ No				
16. Information requested through this for title 31 U. S. C. section 1352. This dis activities is a material representation or reliance was placed by the tier above was made or entered into. This disclepursuant to 31 U. S. C. 1352. This infreported to the Congress semi-annual available for public inspection. Any pother required disclosure shall be subject not less than \$10,000 and not more the such failure.	sclosure of lobbying of fact upon which when this transaction usure is required formation will be ly and will be erson who fails to file ot to a civil penalty of	Signature: Print Name: Title: Telephone No: Date:					
Federal Use Only	<u>-</u>		Authorized for Local Reproduction Standard Form - LLL				

KJACKS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MW/DD/YYYY) 11/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

	nis certificate does not confer rights t	the	cert	incate noider in lieu of Si				-		
PRODUCER Carolina Underwriters					NAME:					
P.O. Box 190 Cornelius, NC 28031 INSURED Rae's Playze Adult Day Care Center 7516 E Independence blvd Ste 115 Charlotte, NC 28227 COVERAGES CERTIFICATE NUMBER:				PHONE (A/C, No, Ext): (704) 849-8080 [A/C, No): (704) 849-8050 [A/C, No): (704) 849-8050						
					ADDRE		NIDEDIO APPO			NAIC#
					INSURER(S) AFFORDING COVERAGE INSURER A : Selective of So. East					39926
										12572
					INSURER 8 : Selective Insurance America INSURER C :				12012	
					INSURER D;					
					INSURER E:					
					INSURER F:				l	
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INSR LTR		ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	Х	١.	S2489135		11/24/2021	11/24/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
	l		'					MED EXP (Any one person)_	\$	15,000
								PERSONAL & ADV INJURY	s	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	3,000,000
	POLICY PRO: LOC							PRODUCTS - COMPIOP AGG	\$	3,000,000
Α	3-						COMBINED SINGLE LIMIT (Ea accident)	\$\$	1,000,000	
			S2489135	S2489135		11/24/2021	11/24/2022	BODILY INJURY (Per person)	s	
						ľ		BODILY INJURY (Per accident)	\$	
								PROPERTY DAMAGE (Per accident)	\$	
						,			\$	2 222 222
Α	X UMBRELLA LIAB X OCCUR		S2489135		11/24/2021	11/24/2022	EACH OCCURRENCE	\$	3,000,000	
	EXCESS LIAB CLAIMS-MADE			32403133		1 1/24/2021	11124/2022	AGGREGATE	\$	3,000,000
В	DED KETERHONS -							X PER OTH-	<u>s</u>	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNERS EXECUTIVE Y/N	N/A		WC9073622		11/24/2021	11/24/2022			1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?							E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	5	1,000,000
Α	Professional Liab.			S2489135		11/24/2021	11/24/2022	Aggregate		500,000
Α	Cyber Liability			S2489135		11/24/2021	11/24/2022	Aggregate Limit		50,000
DES	I CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (#	ACORE	D 101, Additional Remarks Schedu	ile, may b	e attached if mor	re space la requir	ed)		
CEI	RTIFICATE HOLDER			-	CANG	SELL ATION				
UEI	THE POLDER			<u>-</u>	CAN	ELLATION				
Rowan County DSS Micah Ennis, Director 1813 East Innis Street				,	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE					
1813 East Innis Street Salisbury, NC 28146										

(Rev. November 2017) Department of the Treasury Internel Revenue Service

Request for Taxpayer Identification Number and Certification

➤ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this tine; of Rae's Playze Adult Day Center	o not leave this line blank,							•				
	2 Business name/disregarded entity name, if different from above				-								
Print or type. See Specific instructions on page 3.	3 Check appropriate box for (ederal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. Component of the person whose name is entered on line 1. Check only one of the following seven boxes.							4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
	single-member LLC								Exempt payee code (if any)				
Print or type. Ic instructions	If C if the I I C is alreading an exicate member I I C that is alreaded from the owner valence the owner of the I I C is					Exemption from FATCA reporting code (if any)							
뺭	☐ Other (see Instructions) ►	_				(4000	ss to ec	counts	maintair	wd ou	isida I	he U.S.J	l
See Sp	5 Address (number, street, and apt. or sulte no.) See Instructions. 7516 E. Independence Blvd Suite 115		Requeste	ar's	name	and a	dres	s (opt	ional)				
•	6 City, state, and ZIP code Charlotte, NC 28227											_	
	7 List account number(s) here (optional)												
Par				_									_
Enter backu	your TIN in the appropriate box. The TIN provided must match the nan p withholding. For individuals, this is generally your social security nun	ne given on line 1 to avo nber (SSN). However, fo		Soc	lal se	curity	num!	ber_	Г	Т	Т		_
reside	nt alien, sole proprietor, or disregarded entity, see the instructions for	Part I, later. For other				•	١.		-		- 1	-	
TIN, la	s, it is your employer identification number (EIN), it you do not have a : iter.	rember, see now to get		or		_			_			'-	
Note:	If the account is in more than one name, see the instructions for line 1	. Also see What Name a	nd [Em	ploye	ver Identification number							
	er To Give the Requester for guidelines on whose number to enter.			0	4	- 3	8	4	4	6	0	4	
Par													
	penalties of perjury, I certify that:												
2. I an Ser	number shown on this form is my correct taxpayer identification numl not subject to backup withholding because: (a) I am exempt from bar vice (IRS) that I am subject to backup withholding as a result of a fallur onger subject to backup withholding; and	ckup withholding, or (b)	l have n	ot b	een i	notifie	d by	the	nterr	na! F d m	leve e th	nue ' at l a	m
3. I an	a U.S. citizen or other U.S. person (defined below); and												
	FATCA code(s) entered on this form (if any) indicating that I am exempt	•	-										٠.
you ha acquis other	cation instructions. You must cross out item 2 above if you have been now failed to report all interest and dividends on your tax return. For real estition or abandonment of secured property, cancellation of debt, contribution han interest and dividends, you are not required to sign the certification, but the certification is the certification.	itate transactions, item 2 ions to an individual retire	does not ment an	t ap rang	ply. F jemer	or mo	rtgag), en	je int d ger	erest rerally	palo y, pa	i, Iyme	nts:	se
Sign Here	Signature of Ruby Works, CCO		ate >	J	anu	ary	1, 2	202	1				
	neral Instructions	 Form 1099-DiV (div funds) 	idends,	Inc	luding	thos	a fro	m st	ocks	OI 1	nutu	ıal	
noted		 Form 1099-MISC (v proceeds) 	arlous t	ype	s of i	ncom	e, pri	lzes,	awa	rds,	or g	ross	
relate	Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.												
• Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions					nsì								
An inc	ividual or entity (Form W-9 requester) who is required to file an lation return with the IRS must obtain your correct taxpayer	Form 1099-K (merchant care and thire party network transactions) Form 1098 (home mortgage interest), 1098-E (student lean interest), 1098-T (tuition)											
Identii (SSN)	ication number (TIN) which may be your social security number individual taxpayer identification number (ITIN), adoption /er identification number (ATIN), or employer identification number	 Form 1099-C (cand Form 1099-A (acquite 		,	ando	nmen	ofs	ecun	ed pr	ope	rty)		
(EIN), amou	to report on an information return the amount paid to you, or other no reportable on an information return, Examples of Information	Use Form W-9 only alien), to provide you				. pers	ол (Б	nciud	ing a	a res	side	nt	
return	returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid) If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later							•					

North Carolina Department of Health and Human Services Division of Aging and Adult Services

This is to Certify that a Certificate is hereby granted to operate an:

Adult Day Care/Day Health Center

Rae's Playze Adult Day Center

located in the County of

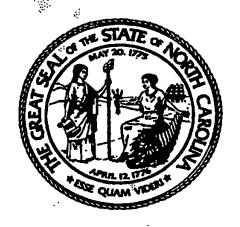
Mecklenburg, North Carolina.

This Certificate is issued subject to the statutes of North Carolina and the Rules adopted by the North Carolina Social Services Commission, is not transferable, and shall expire April 30, 2022 unless revoked before that date.

Capacity: 70

Certification Status: Full

Special Care: Alzheimer's/Dementia/Developmental Disabilities



Joyce Massey-Smith Director

May 6, 2021

Date Issued

This Certificate Remains the Property of the State

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: Anna Bumgarner

DATE: 12/21/21

SUBJECT: Contract with Monarch for DSS

Department of Social Services would like to enter into a contract with Monarch to provide therapeutic foster care for abused and neglected children in Rowan County custody. The contract will end June 30,2022 and will not exceed \$250,000.

Attached is the proposed contract with Monarch.

Department of Social Services and Purchasing Directors recommend that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Monarch for therapeutic foster care in an amount not to exceed \$250,000.

ATTACHMENTS:

Description	Upload Date	Type
contract	12/21/2021	Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager							
FROM:	Micah Ennis	, Director					
DEPT:	Social Servi	:es					
DATE:	12/13/2021	0.000					
SUBJECT:	Monarch	29334					
DUDDOCE C	OF CONTRACT:	·			<u> </u>		
)F CONTRACT:	moutic factor care	for abused and no	glected children in	Powan		
	·- -	peutic loster care	TOT abused and the	giecteu cililaren in	NOWAII		
County cus	touy.			 			
							
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		CONTRACT	CERTIFICATION	<u>.</u>			
		CONTRACT	CERTIFICATION				
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3. I have	secured and	attached in MUI	VIS the Certifica	te of Insurance.			
	- -				•		
			171	,			
			12/13/	202/	,		
Signature	of Director		DATE				

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Monarch (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-1326126 and DUNS Number (required if funding from a federal funding source). 070622592

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

	 Inis contract The General Terms and Conditions (Attachment A) The Scope of Work, description of services, and rate (Attachment B) Combined Federal Certifications (Attachment C) Conflict of Interest Policy (Attachment D) No Overdue Taxes (Attachment E) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I) Certification of Transportation (Attachment J) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf Certification (Attachment M) State Certification (Attachment M) Auditing Requirements (Attachment L) Attachment N - Non-Discrimination, Clean Air, Clean Water Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3.	Effective Period: This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022, This contract must be twelve months or less.
4.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5.	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 250,000.00. This amount consists of \$ in Federal funds (CFDA#), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	 b. The Contractor's matching requirement is \$
Tł	The contributions from the Contractor shall be sourced from non-federal funds. ne total contract amount including any Contractor match shall not exceed \$250,000.00.
6.	Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED E	Y US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS			
Name & Title Manager	Brenda Deberry/Contracts	Name & Title	Brenda Deberry/Contracts Manager		
Company Name	Monarch	Company Name	Monarch		
Mailing Address	350 Pee Dee Avenue	Street Address	350 Pee Dee Avenue		
City State Zip	Albemarle, NC 28001	City State Zip	Albemarle, NC 28001		
Telephone	704-986-1534				
Fax					
Email	Brenda.Deberry@monarchnc.org				

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

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

Buyer Saulyne	8/3/(2/
Signature / / / //	Date /
Leggy Terhune	President/CEO
Printediname	, little
COUNTY	10 / - /
Circulate Control of the Control of	12/13/2021
Signature (must be legally authorized to sign contracts for County DSS)	Date '
Micah Ennis	Director
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Governn	nent Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

Monarch

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-1326126 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Monarch
- 2. If different from Contract Administrator Information in General Contract:

Address

Τe	elephone Num	ıber:	Fax Number:	Email:	
3.	Name of Pro	gram (s):			
4.	Status:	Public	N Priva	te, Not for Profit	Private, For Profit
5.	Contractor's	Financial Rep	oorting Year 07	July through June	06/30/2022
В.	Explanation	of Services to	be provided:	and to whom (inclu	de SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): FBC,Outpatient,Medication Management
1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

	Monthly-Rates					
	Age.0-5	Age 6-12	Age 13+			
Foster Care						
Therapeutic Foster Care	\$475	\$581	\$634			
Residential Treatment (Level 2)						
Child Placing Agency	\$1,433	\$1,564	\$1,638			
Residential Child Caring Institution	\$4,279	\$4,437	\$4,516			
Standard Board and Treatment Rates	Daily	Rates				
THE RESERVE OF THE PARTY OF THE		~ Treatment*				
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88				
Residential Treatment Level 3, 5+ beds	\$33	\$189.75				
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71				
Residential Treatment Level 4, 5+ beds	\$40	\$315.71				
*Treatment Rates set by DMA and are subject to change.						

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- 1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
- 2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 3. Share all information needed to ensure a good match/appropriate placement.
- 4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

- Provide data to the County annually or as needed for special projects or to address specific concerns.
- 2. Complete Quality Standards Tool and provide to the County annually. (see attached)
- 3. Complete *Outcome Data Dashboard* regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
- 4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
- 5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

- 1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- 2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.

- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- 6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- 7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
- 8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- 4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- 6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- 7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- 9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.

- 11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- 1. Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - I. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review
each child's progress toward meeting the goals of the out-of-home services agreement and
treatment plan.

- Conduct in-person visits with each child at least once a month in the placement provider's home.
- 3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- 5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

- 1. Coordinate required medical exams for each child and advise Private Partner of results.
- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- 3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

12/13/2021

(Date Submitted)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- 2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination:
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- 3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

[]	He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or
	has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or
	employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
	of Congress in connection with a covered Federal action;

OR

- [] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Guy S. Wune Signature	President/ato
Signature//	Title
Manarah Contractor Name	8/31/21
Contractor Name	Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or
 use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be
 taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and

Address

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs
 (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street 1810 Ba	CR Creek DRIV	ve	
		NC 28213-8157	
Street			
City, State, Zip Code	-		

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82,510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

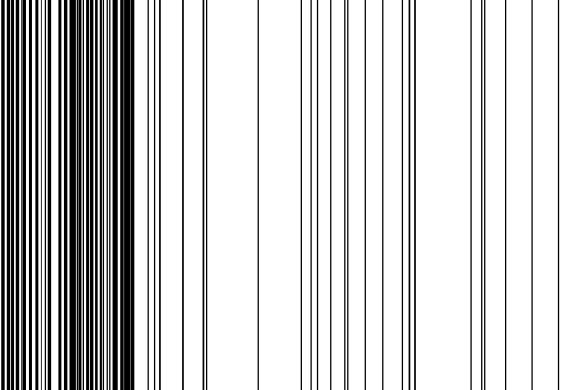
IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier **Covered Transactions**

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an



- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

- The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is
 presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation
 in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- 2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- 9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature,
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Type of Federal Action:	2. Status of Federa	al Action:	3. Report Type:					
□ a. contract □ b. grant □ c. cooperative agreement □ d. loan □ e. loan guarantee □ f. loan insurance	a. Bid/offer/app b. Initial Award c. Post-Award	i	a. initial filing b. material change For Material Change Only: Year Quarter Date Of Last Report:					
4. Name and Address of Reporting Entity		5. If Reporting Entity in No. 4 is Subawardee, Enter Name						
☐ Prime ☐ Subawardee Tier (if known)	<u> </u>	and Address of Prime:						
Congressional District (if known)		Congressional Distric	et (if known)					
6. Federal Department/Agency:		7. Federal Program	Name/Description:					
		CFDA Number (i	f applicable)					
8. Federal Action Number (if known)		9. Award Amount (i	f known) \$					
10. a. Name and Address of Lobbying Er (if individual, last name, first name,		b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):						
(attach Continuation Sheet(s) SF-LLL-A	, if necessary)	(attach Continuation Sheet(s) SF-LLL-A, if necessary)						
11. Amount of Payment (check all that ap		13. Type of Payment (check all that apply):						
\$):	□ a. retainer □ b. one-time fee □ c. commission □ d. contingent fee □ e. deferred □ f. other; specify:						
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):								
15. Continuation Sheet(s) SF-LLL-A attac	ned:	☐ Yes	□ No					
16. Information requested through this for title 31 U. S. C. section 1352. This disactivities is a material representation or reliance was placed by the tier above was made or entered into. This disclopursuant to 31 U. S. C. 1352. This infreported to the Congress semi-annual available for public inspection. Any pethe required disclosure shall be subject not less than \$10,000 and not more the such failure.	closure of lobbying of fact upon which when this transaction sure is required ormation will be ly and will be orson who fails to file of to a civil penalty of	Title:						
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL					

MONARCH Policy and Procedure Manual

PROGRAM: Board	DATE ISSUED/UPDATED: May 1, 1996; January 2002; 10-03-05, 6/15/06, 9/11/08, 12/31/08, 5/17/12, 5/23/12, 3/28/17
SECTION: Board	REGULATORY REFERENCE: 1993 General Assembly legislation (chapter 321, section 16, 1993 session laws)
TOPIC: Conflict of Interest	☐ OPERATIONAL POLICY ☑ BOARD POLICY
POLICY OWNER: CEO	BOARD APPROVED DATE: May 13, 1996, January 2002, 11-3-05, 1-26-09, 5/23/12, 4/28/17, 10/18/18 (If applicable)
SOP: Yes No	FORM: Yes No

POLICY:

For so long as an individual serves on the Board of Directors of Monarch, he or she shall disclose any conflicts which may arise between the board member and the agency.

Potential conflicts include, but are not limited to, the following:

Conflicting Business Interest: A potential or actual conflict of interest occurs whenever a board member's responsibilities with the agency put him or her in a position to influence an agency decision that may result in a personal gain for the board member or someone with whom the board member has a close personal relationship.

Board members shall not participate in the selection, award, or administration of a contract supported by federal and/or state funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest can occur when the board member, any member of his/her immediate family, or an organization that employs or is about to employ any of these has a financial in or personal benefit from the organization receiving the contract.

Conflicting Employment or Consulting Work: A board member's employment or consulting services can create a potential conflict in situations where Monarch may be dealing with the board member's employer or client, or if the board member accepts employment with or consulting work from a direct competitor of Monarch.

Gifts and Gratuities: A conflict of interest may arise where a board member accept gifts, gratuities, free trips, personal property or other items of value from a person we support, or from any other person or organization as an inducement to advocate on the institution's behalf in any dealings with Monarch. This does not include gifts such as modest Christmas or birthday presents. Board members will neither solicit nor accept gifts, gratuities, free trips, personal property or other items of value from contractors, potential contractors, or parties to subagreements, including without limitation those supported by federal and/or state funds.

Where a potential conflict of interest exists, the board member must disclose the conflict to the Chair of the Board of Directors and the agency's CEO. The Executive Committee of the Board and the CEO shall review the potential conflict and determine: (1) if continued service on the Board of Directors is appropriate, and (2) if so, any appropriate precautions that should be taken (e.g., the board member recusing him/herself from certain decisions, etc.)

Should an unexpected conflict arise during a board or committee meeting, a board member shall disclose the conflict immediately and shall not participate in any discussion or vote on any matter where a conflict exists.

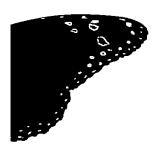
Procedure:

- 1. All board members shall complete an annual conflict of interest form.
- 2. Any board member aware of their own or another's potential, actual or perceived conflict of interest will report that to the board, as soon as the person becomes aware of the conflict of interest.
- 3. All board members are responsible for monitoring and enforcing this policy among themselves.
- 4. Failure to identify a potential, actual or perceived conflict of interest may be grounds for dismissal from the board of directors.

Monarch **CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY** , Notary Public for said County and State, certify personally appeared before me this day and that he/she is [name of Organization] and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held 01-29-2021 Sworn to and subscribed before me this 29 day of there JEANETTE H. WILHELM Notary Public, North Carolina Stanly County (Official Seal) **Notary Public** My Commission expires (33)

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.





No Overdue Tax Debts

Date of Certification - 08/09/2021

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that Monarch does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S..) 143C-10-1b.

Sworn Statement:

Benjamin Marsh and Peggy Terhune being duly sworn, say that we are the Board Chair and President/Chief Executive Officer, respectively, of Monarch of Albemarle in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Char

President/Chief Executive Officer

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

JEANETTE H. WILHELM Notary Public, North Carolina Stanly County My Commission Expires My Commission Expires: 03 22-2023

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

- 1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
- 3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
- 4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;
- 5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (Medicaid only)
- 6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (Medicaid only)
- 7. Contractor will maintain records documenting the following (County may require contractor to provide):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- 8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (signature on this form confirms this statement).

Glegy S. Gulun	Darsident/CEO
Signablye//	Title
Monorch Agency/Organization	8/31/21
Agency/Organization	Date / /

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati. OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

Revised 06-2015

State Certifications Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article 2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga,state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 105/GS 105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143/GS 143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter-143/GS-143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	Menarch
Contractor's Authorized Agent:	Signature Puppy S. Gylune Date 8/31/21
	Printed Name Leggy Terhune Title President/LEO
Witness:	Signature Clarific Hilliam Date 8/31/21
	Printed Name Jeante H. Wilhelm Title SR Evacutive Assistant

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: The Contractor that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website; http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a),
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Guys-Aulum President/CEO
Title

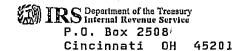
Monorch
Agency/Organization

Date

(Certification signature should be same as Contract signature.)

Your organization's official name:	Monarch
Your federal employer identification number (AKA tax id number):	56-1326126
Your DUNS number:	070622592
Fiscal Year Begin Month:	July
Contract Administrator Name/Title:	Brenda DeBerry-Marsh / Contracts Manager
Contract Administrator Telephone:	704-986-1534
Contract Administrator Fax	
Contract Administrator Email	Brenda.Deberry@monarchnc.org
Organization Mailing Address:	350 Pee Dee Avenue, Suite 101, Albemarle, NC 28001
Organization Physical Address:	350 Pee Dee Avenue, Suite 101, Albemarle, NC 28001
Services your organization provides (such as Therapeutic Foster Care, PRTF):	FBC,Outpatient,Medication Management
If Services are Residential Level 3 or 4, specify number of beds:	0-4 bed facility5+ bed facility
Additional required items NOT in triplicate.	These can be faxed or e-mailed in advance of the original signed
contract if desired.	
Current Certificate of Insurance	In accordance with County Attachment A: General Terms and Conditions.
W-9 attached (if applicable)	This will be used to set your organization up as a vendor in our system.
Tax Exempt Letter (if applicable)	In accordance with County Attachment C: 501(c)(3)

Fax to 704.638.3134 or e-mail to carla.whaley@rowancountync.gov



In reply refer to: 0248162349 June 24, 2009 LTR 4168C E0 56-1326126 000000 00 000 00029551 BODC: TE

MONARCH 350 PEE DEE AVE STE A ALBEMARLE NC 28001-4945



004011

Employer Identification Number: 56-1326126
Person to Contact: Mr. Crouch
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of June 15, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in June 1982, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivar

Michele M. Sullivan, Oper. Mgr. Accounts Management Operations I

Form W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.												
	Monarch 2 Business name/disregarded entity name, if different from above												
	a same of harmy delegated analy mains, it different from above												
page 3.	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.							4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
ns on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	Partnership	Partnership Trust/estate				Exempt payee code (if any)						
충용	Limited liability company. Enter the tax classification (C=C corporation, S=	=S corporation, P=Partners	ship) ►								_		
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classificatio LLC if the LLC is classified as a single-member LLC that is disregarded fro another LLC that is not disregarded from the owner for U.S. federal tax pro is disregarded from the owner should check the appropriate box for the tax.	wner of th	1e LL	LC is	and of and				rting				
<u>8</u>	☐ Other (see instructions) ►		-			(Applies	to acc	อบกรร	mainta	ined o	utsido	the U.S.)	
တ္	5 Address (number, street, and apt, or suite no.) See instructions.	Requester's name and address (optional)											
See	350 Pee Dee Avenue, Suite 101												
	6 City, state, and ZIP code												
- 1	Albemarle, NC 28001-4945												
	7 List account number(s) here (optional)												
Par	Taxpayer Identification Number (TIN)												
Enter	your TIN in the appropriate box. The TIN provided must match the name			Soc	ial sec	ırity n	umb	er					
	p withholding. For individuals, this is generally your social security num		ora 🗍						[
	nt alien, sole proprietor, or disregarded entity, see the instructions for I s, it is your employer identification number (EIN). If you do not have a r		ta			-]	-	ĺ			
TIN, la				or		- '		_	•	•			
	If the account is in more than one name, see the instructions for line 1.	. Also see What Name a	and [Em	ployer i	dentif	icati	on n	umb	ег			
Numb	er To Give the Requester for guidelines on whose number to enter.			5	6 -	1	3	2	7	1	2	6	
					<u>" </u>	'	3		6	١,	_	<u> </u>	
Pari								_					
	penalties of perjury, I certify that:												
2. I am Sen	number shown on this form is my correct taxpayer identification number not subject to backup withholding because: (a) I am exempt from bacvice (IRS) that I am subject to backup withholding as a result of a failur onger subject to backup withholding; and	ckup withholding, or (b)	I have n	ot b	een no	tified	by t	the I	nten	nal F ed m	Reve e th	nue at I am	
3. I am	a U.S. citizen or other U.S. person (defined below); and												
4. The	FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reporting	g is corre	ect.									
you ha acquis other t	cation instructions. You must cross out item 2 above if you have been no we failed to report all interest and dividends on your tax return. For real est ition or abandonment of secured property, cancellation of debt, contribution han interest and dividends, you are not required to sign the certification, b	tate transactions, item 2 ons to an individual retire	does not	t app	ply. For rement	mort	gage and	inte aen	erest erall	paid v. pa	i, ivme	ents	
Sign Here	Signature of U.S. person & Sunda DeBury - Man	yh o)ate ►	08	3/3	//	p.	0a	1				
Ger	neral Instructions	 Form 1099-DIV (div funds) 	vidends,	incl	uding t	hose	fron	n sto	cks	or n	nutu	al	
Section noted.	n references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)											
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published on to www.irs.gov/FormW9													
	pose of Form	• Form 1099-S (proce											
-		• Form 1099-K (merc				•	•					•	
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number.							est),						
(SSN),	individual taxpayer identification number (ITIN), adoption	 Form 1099-C (cancel Form 1099-A (acquired) 		•	andonn	ont a	of co	CHEC	d ^-	one.	40)		
	rer identification number (ATIN), or employer identification number to report on an information return the amount paid to you, or other	 Form 1099-A (acqui Use Form W-9 only 							•	•	••	1	
amour	treportable on an information return. Examples of information sinclude, but are not limited to, the following.	alien), to provide you	r correct	TIN	١.		•		•				
	n 1099-INT (interest earned or paid)	If you do not return be subject to backup later.											



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

l If	IPORTANT: If the certificate holde SUBROGATION IS WAIVED, subjecting certificate does not confer rights to	ct to	the	terms and conditions of	the po	licy, certain lorsement(s)	policies may	NAL INSURED provision require an endorsement	sorbe Ast	e endorsed. atement on
PRODUCER First Citizens Insurance Services 8510 Colonnade Center Drive 5th Floor			CONTACT NAME: PHONE (AIC, No, Ext): (888) 322-4678 (AIC, No):(919) 716-2226							
PO:	Box 29611 (27626-0611)				E-MAIL ADDRE	_{ss:} insu <u>r</u> and	e@firstciti	zens.com		
Rale	eigh, NC 27615					INS	SURER(S) AFFO	RDING COVERAGE		NAIC#
								I Insurance Company		23787
INSU	IRED			;	INSURE	RB:Bridgef	ield Casua	lty Insurance Compan	у	10335
	Monarch Attn: Linn Bernhardt/Risk M				INSURER C:					
	350 Pee Dee Ave.	anayı	BI		INSURE	RD:				
	Albemarle, NC 28001				INSURER E:					
L_					INSURE	RF:				
co	VERAGES CER	TIFIC	ATE	NUMBER:				REVISION NUMBER:		
, IA C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT POLIC	REME AIN IES.	ENT, TERM OR CONDITION THE INSURANCE AFFORI LIMITS SHOWN MAY HAVE	N OF A	NY CONTRAI THE POLICI REDUCED BY	CT OR OTHER IES DESCRIB PAID CLAIMS:	R DOCUMENT WITH RESPE ED HEREIN IS SUBJECT TO	CT TO	WHICH THIS
INSR LTR		ADDL:	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	5	4.555.555
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	x		MPA0000005529AL		7/1/2021	7/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV_INJURY	\$	1,000,000 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						1	GENERAL AGGREGATE	\$	3,000,000
	POLICY PRO- LOC			is				PRODUCTS - COMP/OP AGG	\$	3,000,000
A	OTHER:							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
^	AUTOMOBILE LIABILITY X ANY AUTO			D 4 0000005520 A I		7/1/2021	7/1/2022	1	\$	1,000,000
	OWNED SCHEDULED			BA0000005530AL		11112021	17112022	BODILY INJURY (Per person)	<u>s</u>	
	AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY					,		BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	<u>s</u>	
Ā	X UMBRELLA LIAB X OCCUR				-			EACH OCCURRENCE	s	10,000,000
	EXCESS LIAB CLAIMS-MADE			CMB0000005531AL		7/1/2021	7/1/2022	AGGREGATE	s	10,000,000
	DED X RETENTION\$ 10,000								\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	-						X PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	ł	196 45000		1/1/2021	1/1/2022	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	\\``^						E.L. DISEASE - EA EMPLOYEE	s .	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								s	1,000,000
Α	Human Services Prof			MPA0000005529AL		7/1/2021	7/1/2022	Aggregate 3,000,000		1,000,000
_										
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)										
CE	CERTIFICATE HOLDER CANCELLATION									
CER	CHEICATE HOLDER				CANC	ELLATION				
Rowan County DSS 1813 E Innes SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.										
Salisbury, NC 28146 Authorized Representative Son D. Britt										

ACORD 25 (2016/03)

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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: Anna Bumgarner

DATE: 12/21/21

SUBJECT: Additional CARES Funding for Rowan Transit 5311

Rowan Transit received an additional \$235,525 funding to our 5311 CARES Act. These funds will be used for various Transit expenses.

Attached proposed agreement with NCDOT PTD and Budget Amendment.

Purchasing Director recommends that the Board of Commissioners authorize the County Manager to sign the agreement for additional funding of \$235,525 in 5311 CARES Act Funds with NCDOT PTD and approval of the needed budget amendment.

ATTACHMENTS:

Description	Upload Date	Туре				
budget amendment	12/21/2021	Cover Memo				
Agreement	12/21/2021	Cover Memo				

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: Rowan Transit

EXPLANATION IN DETAIL:

Increase to budget for additional 5311 CARES funding through

North Carolina Department of Transportation

Prepared by: Kristy Cowden

Date: 12/21/2021

BUDGET INFORMATION:

ACCOUNT TITLE	E/R	ACCOUNT #	INCREASE	DECREASE
DISASTER RELIEF REIMB - 5311 CARES	R	1144529-431300-20022	235,525	
Technology Service & Maintenance	E	1154529-534030	2,500	
R&M Vehicles	E	1154529-543020	150,000	
Uniforms	E	1154529-556000	1,000	
Travel	E	1154529-558000	965	
Fraining	E	1154529-559000	5,000	
Vehicles Supplies	E	1154529-561085	11,000	
Other Small Equipment	E	1154529-561095	2,060	
Motor Fuels & Lubricants	E	1154529-562020	63,000	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTI	NG USE ONLY
Approved: USS		Approved:	Budget Revision #	
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 12/21/2021		Date:	Posted by:	
ilignature:		Signature:	Approved by:	



STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER GOVERNOR J. ERIC BOYETTE SECRETARY

November 10, 2021

Aaron Church, County Manager Rowan County 130 West Innes Street Salisbury, North Carolina 28144

RE: FY20 Coronavirus Aid, Relief and Economic Security (CARES ACT) Program

Project No.: 20-CA-037-02

WBS Element No.: 49233.55.1.2

Period of Performance: 1/20/2020 - 6/30/2023

Dear Mr. Church:

On November 10, 2021 the North Carolina Board of Transportation approved additional funds in the amount of \$235,525 to amend Section 5311 CARES ACT Grant.

Originals of the supplemental agreement to be executed between Rowan County and the North Carolina Department of Transportation are enclosed. The resolution authorizes the County Manager to enter into this agreement on behalf of your agency.

The project, WBS, and Agreement number referenced above have been assigned to your project. Please refer to these numbers on all correspondence. If you have any questions, please contact Cassandra Wilson at (919) 707-4671 or Myra Freeman at (919) 707-4672 in the Financial Management Section.

Sincerely,

Ryan Brumfield

Director

RB\mf
Attachments

STATE OF NORTH CAROLINA COUNTY OF WAKE

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

ROWAN COUNTY

NONURBANIZED AREA PUBLIC TRANSPORTATION SUPPLEMENTAL AGREEMENT FOR

CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES ACT) PROGRAM SECTION 5311

	Federal Award Identification	
	Agreement Number:	2000043956
	NCDOT Project Number:	20-CA-037-02
	Approved Indirect Cost Rate:	NA
	NAFAIN Number(s):	NC-2020-011-00
	CFDA Number:	20.509
	DUNS Number: Total Amount of Award	074494014
(Federal):		\$829,643
and the NOF	_ by and between ROWAN COU	ntered into this theday of NTY (hereinafter referred to as the "Contractor") OF TRANSPORTATION (hereinafter referred to

WHEREAS, the Contractor heretofore entered into an agreement with the Department to implement, carry out capital projects funded with Federal Transit Administration 5311 grant program funds administered by the State; and

WHEREAS, the said agreement dated **June 20, 2020** sets forth the purpose of the Agreement and the public transportation capital projects and services as described in the project application (hereinafter referred to as "Project") properly prepared, endorsed, approved, and transmitted by the Contractor to the Department, and states the terms and conditions as to the manner in which the Project will be undertaken; and

WHEREAS, the Agreement allows for the Contractor and the Department to revise or amend the agreement when there is a change in project circumstances or information causing an inconsistency with the terms of the Agreement and requires said agreement to be signed by the original signatories or their authorized designees; and

WHEREAS, the Contractor and Department find it necessary to revise the Project Agreement to correct language in Section 3: <u>Period of Performance and Section 5:</u> Cost of Project/Project Budget.

NOW THEREFORE, in consideration that the Department has determined that the Agreement be revised as follows:

That language appearing in Section 3 of the agreement and reading as follows:

3. Period of Performance:

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **January 20**, **2020 to June 30**, **2022**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

That language appearing in Section 5 of the agreement and reading as follows: Section 5: Project Implementation.

b. <u>Cost of Project</u>. The total cost of the Project approved by the Department is **FIVE HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED EIGHTTEEN DOLLARS** (\$594,118) as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A. The Department shall provide, from Federal, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

Operating WBS	Operating Total	Operating Federal (100%)	Operating State (0%)	Operating Local (0%)
49233.55.1.2	\$594,118	\$594,118	\$0	\$0
Agreement #	2000043956			
Project	Project	Project	Project	Project
Total	Total	Total Federal	Total State	Total Local
	\$594,118	\$594,118	\$0	\$0

Be, and hereby amended and revised to read as follows:

Section 3. Period of Performance.

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **January 20, 2020 to June 30, 2023**.

Section 5. Project Implementation.

- b. <u>Cost of Project</u>. The Project Operating budget is increased by \$235,525 to provide additional funding operational needs due to Covid-19. The project budget is amended as follows: Federal: \$829,643 State: \$0, Local: \$0.
- c. The project budget is hereby amended to incorporate the total cost of the Project approved by the Department as EIGHT HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED FORTY-THREE DOLLARS (\$829,643) The Department shall provide, from Federal funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

Operating	Operating	Operating	Operating	Operating
WBS	Total	Federal (100%)	State (0%)	Local (0%)
49233.55.1.2	\$829,643	\$829,643	\$0	\$0
Agreement #	2000043956			
Project	Project	Project	Project	Project
Total	Total	Total Federal	Total State	Total Local
	\$829,643	\$829,643	\$0	\$0

IN WITNESS THEREOF, this Supplemental Agreement has been executed by the Department, an agency of the State of North Carolina, and **ROWAN COUNTY**, the Contractor, by and through a duly authorized representative, and is effective the date and year first above written. By reference, this Supplemental Agreement incorporates and extends all of the provisions of the attached "Agreement" dated June 20, 2020.

		ROWAN COUNTY
	BY:	
		COUNTY MANAGER
		(SEAL)
ATTEST:	-	
TITLE:		
		NORTH CAROLINA DEPARTMENT OF
		TRANSPORTATION
	BY:	
		DEPUTY SECRETARY FOR MULTI-MODAL
	_	TRANSPORTATION
ATTEST: _		
TITLE:	SECRETARY	

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION DIVISION PROJECT NUMBER: 20-CA-037-02 APPROVED BUDGET SUMMARY **EFFECTIVE DATE NOVEMBER 10, 2021**

PROJECT SPONSOR:

Rowan County

PROJECT DESCRIPTION: FY2020 CORONAVIRUS AID, RELIEF AID, RELIEF AND ECONOMIC SECURITY (CARES AC

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4522 OPERATING-

49233.55.1.2

\$829,643

PERIOD OF PERFORMANCE JANUARY 20, 2020 - JUNE 30, 2023

II. TOTAL PROJECT FUNDING

			TOTAL	_FEDERAL_	STATE	LOCAL
	OPERATING	49233.55.1.2	100%	100%	0%	0%
	AGREEMENT#		\$829,643	\$829,643	\$0	\$0
TOTAL			\$829,643	\$829,643	\$0	\$0

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION DIVISION APPROVED PROJECT BUDGET EFFECTIVE AUGUST 14, 2020

PROJECT: 20-CA-037-01 SPONSOR: Rowan County WBS: 49233.55.1.2

DEI	PARTMENT 4522 - OPE	RATING		0320122220020
			Д	PPROVED
	OBJECT-TITLE			BUDGET
G315		EMER RELIEF - OPERATING 100% activities	\$	240,169
G849		Other Contra Accounts		
		TOTAL OPERATING	\$	240,169

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION DIVISION APPROVED PROJECT BUDGET EFFECTIVE AUGUST 14, 2020

PROJECT: 20-CA-037-02 SPONSOR: Rowan County WBS: 49233.55.1.2

EPARTMENT	4522 - OPERATING			
		AF	PROVED	+ / -
DBJECT-TITL	<u>E</u> ,	Ē	BUDGET	CHANGE
G315	EMER RELIEF - OPERATING 100% activities	\$	240,169	353,949
G849	Other Contra Accounts			
	TOTAL OPERATING	\$	240,169	

PROPOSED
BUDGET
\$ 594,118
\$ \$ 594,118

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION DIVISION APPROVED PROJECT BUDGET EFFECTIVE NOVEMBER 10, 2021

PROJECT: 20-CA-037-02 SPONSOR: Rowan County WBS: 49233.55.1.2

EPARTMENT	4522 - OPERATING			
		AF	PROVED	+ / -
DBJECT-TITL	<u>E</u>	ı <u>E</u>	BUDGET	CHANGE
G315	EMER RELIEF - OPERATING 100% activities	\$	594,118	235,525
G849	Other Contra Accounts			
	TOTAL OPERATING	\$	594,118	

PROPOSED
BUDGET
\$ 829,643
\$ \$ 829,643

PROGRAM SUMMARY SHEET REQUIREMENTS



CARES Act: 5311 RURAL FORMULA PROGRAM

FEDERAL

Operating, Capital, Planning – CARES Act

PRINCIPLE	The Coronavirus Aid, Relief, and Economic Security (CARES) Act provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic. This guidance is for all subrecipients receiving 5311 Capital, Administrative, and Operating
	program assistance to support public transportation in rural areas with populations of less than 50,000).
ELIGIBLE	In order to be eligible to apply for these funds, subrecipients must have a signed Resolution from the Board of County Commissioners for each County served, designating the subrecipient as the 5311 recipient in its jurisdiction. Starting in FY 2018, these Resolutions are updated on a 5-year basis and are part of the grant application process.
SUBRECIPIENTS	North Carolina's coordinated approach to service delivery allows a single applicant within each designated service area.
	The project number will be identified as YY-CA-XXX (YY=Year; XXX= System #). It may be followed by an O (operating) or S (statewide funding only). This designation identifies the program funding or use.
ELIGIBLE SERVICE and SERVICE AREA	General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of the Section 5311 program is to enhance the overall mobility of people living in rural areas. Therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public. However, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and low-income individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs.
FINANCIAL CAPACITY and MANAGEMENT	PTD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15-days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than \$500,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.

PROGRAM SUMMARY SHEET REQUIREMENTS

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INSURANCE	Subrecipients will maintain insurance as defined in the procedures.
MAINTENANCE	Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed.
INCIDENTAL USE	PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery.
PROGRAM REPORTING AND	NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u>
OVERSIGHT	NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).
REFERENCES	Section 5311 Circular - C 9040.1G; Award Management Requirements 5010.1E; 09 NCAC 03M Third Party Contracting Guidance 4220.1F NCDOT's Business Guide Federal Transit Administration Annual Certifications and Assurances and Agreements Additional Terms & Conditions in the agreement State Management Plan PTD 5311 application overview and program material
UPDATES/REVISIONS	Original Date: April 22, 2020 Last Amended Date:

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Sheriff Kevin Auten

DATE: 12-21-21

SUBJECT: Award Sidearm of Master Deputy Billy Marsh to His Surviving Spouse

Request to award the sidearm of deceased Master Deputy Billy Marsh to his Surviving Spouse, as allowed in NC General Statute 20-187.2.

Approve request in this matter.

ATTACHMENTS:

Description Upload Date Type

Resolution to Award sidearm of Master
Deputy Billy Marsh to his surviving spouse.

12/21/2021 Cover Memo

RESOLUTION

ALLOWING SURVIVING SPOUSE OF DECEASED DEPUTY TO PURCHASE SERVICE SIDEARM

WHEREAS, North Carolina General Statute § 20-187.2 provides that the governing body of a local law enforcement agency may, in its discretion, award the service sidearm of a deceased deputy to the surviving spouse; and

WHEREAS, Master Deputy Billy Marsh served as a member of the Rowan County Sheriff's Office since August 9, 2012; and

WHEREAS, Master Deputy Billy Marsh became deceased October 14, 2021 during his time of service to the Rowan County Sheriff's Office.

NOW, THEREFORE the Rowan County Board of Commissioners, with the greatest of respect, does hereby resolve to allow the surviving spouse of Master Deputy Marsh to purchase his service sidearm in accordance with the provisions of North Carolina General Statute § 20-187.2 for the purchase price of \$1.

This the 3 rd day of January, 2022.	
	Gregory C. Edds, Chairman Rowan County Board of Commissioners
ATTEST:	

Carolyn Barger, MMC, NCMCC Clerk to the Board

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart DATE: December 22, 2021

SUBJECT: Schedule Public Hearing for Z 09-21: Jaypal Kalagiri for January 18, 2022

Property owner Jaypal Kalagiri is requesting the rezoning of his 35.5 acre parcel located at the 2100 Block of Glover Road Salisbury (Tax Parcel 414-042) from Rural Agricultural (RA) to Rural Agricultural with a Conditional District (RA-CD) to operate an athletic field used for a private cricket club.

Schedule public hearing for January 18, 2022.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	12/22/2021	Exhibit
Application	12/22/2021	Exhibit
GIS Map	12/22/2021	Exhibit
Site Plan	12/22/2021	Exhibit

DEPARTMENT OF PLANNING & DEVELOPMENT DECEMBER 22, 2021

STAFF CONTACT: SHANE STEWART



REZONING PETITION: Z 09-21

Request: Rezone 35.5 AC from RA to RA-CD to operate an athletic field used for a private cricket club

Parcel ID: 414-042

Location: 2100 Block Glover Rd. Salisbury

Lot size: 35.52 AC (per

deed)

Owner / Applicant: Jaypal

& Swapna Kalagiri

Watershed: N/A

Floodplain: N/A

Existing Improvements:

None. Dilapidated

buildings

for a single game.

PLAN DETAILS

According to the owner,

Property owner Jaypal Kalagiri is requesting the rezoning of his 35.5 acre parcel located at the 2100 Block of Glover Road Salisbury from Rural Agricultural (RA) to Rural Agricultural with a Conditional District (RA-CD) to operate an athletic field used for a private cricket club.

Cricket is a popular sport in England, Australia, India, and other countries across the world. In comparison to sports played in the United States, cricket is nearest to baseball as two (2) teams of eleven (11) players each compete in a bat and ball game consisting of a pitcher (bowler), batter, and fielders. Grassed playing fields are slightly oval shaped typically 450 feet in diameter totaling nearly 4 acres. Game duration depends on the format (number of "overs") but can last from three (3) hours up to seven (7) hours



the proposed field would be used by a group of private clubs who currently compete at fields in the Charlotte area. Based on engineered plans received, the proposed field would generally be within an existing five (5) acre grassed area, include a gravel parking area sufficient for forty-eight (48) parking spaces, two (2) portable bleachers, and a portable restroom (not shown on plan). It appears the plan would maintain all existing trees outside the areas cleared for the proposed 20

foot wide grave driveway, creek crossing, and western portion of the field construction. No outdoor lighting is proposed. See enclosed narrative from the applicant. NOTE: Full plans may be viewed in PDF form at http://rowancountync.gov/1272/Planning-Board

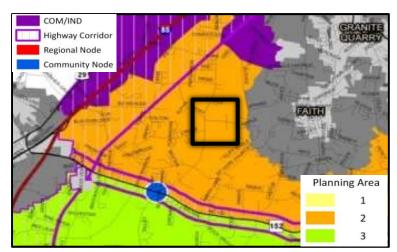
CONFORMITY
WITH ADOPTED
PLANS /

East Area LUP

Located inArea 2 - Areasadjacent to

municipalities and High Rock Lake. Encourage medium density residential development; mixed use.

• The plan's recreational facility section identifies existing features in the county along with a reference to



the zoning approval given for a non-profit athletic field East Rowan Diamond Sports (baseball / softball), which has yet to materialize. No specific recommendations are included in the plan for public or private athletic fields.

CONSISTENCY WITH
THE DISTRICTS
PURPOSE / INTENT

Rural Agricultural (RA) – This district is developed to provide for a minimum level of land use regulations appropriate for outlying areas of the county. These outlying areas typically consist of rural single-family housing, larger tracts of land used for agricultural purposes, and instances

of non-residential uses intermingled. Multifamily uses are discouraged in this district. This district would provide for protection from the most intensive land uses while containing provisions for a variety of home-based business opportunities and other non-residential uses deemed appropriate through a special use permit process. It is the intent of this district to rely upon development standards to protect residences from potential adverse impacts of allowed non-residential uses. The most intensive land uses would not be allowed in this district.

Conditional Districts (CD) – There are instances where certain uses may have significant impacts on the surrounding area and the county which cannot be predetermined and controlled by general district standards. As a result, a general zoning district designation is clearly inappropriate for a property, but a specific use or uses permitted as a conditional district subject to development requirements to address the anticipated impacts would be consistent with the spirit and intent of this chapter. This voluntary procedure must be petitioned by the property owner or their authorized agent as a firm development proposal and not for securing early zoning for tentative uses which may not be undertaken for a long period of time.

Prior to a Zoning Ordinance amendment in the summer of 2021, athletic fields were permitted subject to a special use permit considered by the Board of Commissioners. In two (2) separate amendments, the table of uses made accommodation for *Utility Scale Solar; Landfills; Salvage Yards; Zoos; and Athletic Fields* as conditional districts in addition to special uses in non-residential zoning districts. Among other reasons, the CD option migrates from the often cumbersome evidentiary hearing process to a legislative process, includes Planning Board consideration, and allows more time for public input with both a courtesy and legislative hearing typically extending over a two (2) month period.

CONDITIONAL DISTRICT CRITERIA

Section 21-64(e) of the Zoning Ordinance requires the following three (3) specific standards for athletic fields:

- 1. **Site plan**. Site plan containing required information has been submitted.
- 2. **Buffering**. All parking areas shall be screened by a Type A buffer from residentially zoned areas. Unlike typical screening requirements in the ordinance, this section requires screening regardless if the adjacent property contains a residential structure within 200 feet. The applicant proposes the retention of a forty (40) tree buffer around the property perimeter less the entrance. It is doubtful this will achieve a Type A buffer adjacent to the parking lot and will likely require supplemental plantings or a fence.
- 3. Lighting. No lighting is proposed.

COMPATIBILITY OF USES

Evidenced by the above description and below table of uses, the RA district is comprised of agricultural uses, residential subdivisions, rural home occupations, and other uses often considered through a special use permit review.

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

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

Source: Section 21-113 Table of

CONDITIONS IN THE VICINITY

See Enclosed Map -

<u>North</u>

- Large tracts containing two (2) residences north of Glover Rd.
- Clover Glen subdivision established in 1997 consisting of 15 lots currently developed with 10 single family dwellings.

<u>South</u>

Large wooded tracts; Crane Creek.

<u>East</u>

- Copperfield subdivision established in 1989 consisting of 12 lots developed with 12 single family dwellings.
- Single family dwellings along Glover Rd.

West

- Crane Creek and associated floodplain.
- Dwellings along Old Concord Rd.

POTENTIAL IMPACT ON ROADS

Glover Road (SR 2532) -

- o Classified as a minor thoroughfare.
- Most recent Annual Average Daily Traffic (AADT) count collected in 2014 at the westernmost property corner estimate 1,100 vehicle trips along Glover Rd.
- Comprehensive Transportation Plan (CTP) estimates road capacity at 13,600 AADT, which
 represents a figure primarily based on pavement width (estimated 20 foot) and speed
 limit (45 mph) rather than a single measure of assessing the road's operational capacity.
- Staff is unable to determine the number of vehicle trips this facility will generate. In addition to players and necessary officiating personnel, guests may attend or others as the owner / league permit. The applicant attempted to address staff's question regarding the number of individuals attending the facility in the narrative but nothing quantitative. Although difficult to enforce, this topic could be discussed as a condition of approval for general use or in the event a tournament with spectators is proposed.
- On November 3, 2021, NCDOT approved commercial driveway permit #D091-080-21-00063 for using the existing driveway upgraded to the proposed width and turning radius.
 Condition #9 indicates the first 50 foot must be paved, unless otherwise waived by DOT.

POTENTIAL IMPACT ON SCHOOLS

N/A.

POTENTIAL IMPACT ON UTILITIES

The owner plans on providing portable restrooms.

In effort to address potential impacts of noise, the site plan includes a table of common noise sources with decibels and a second table illustrating the dissipating decibel levels by distance based on a high school softball game as a comparison to what the proposed field may generate. According to the applicant, no speakers will be used for officiating, announcements, music, etc.

According to the soil layer in GIS, an approximate five (5) acres along Glover Rd. consist of Cecil soil identified as "moderate" meaning the soil is generally considered suitable for septic systems. Conversely, the remaining acreage consist of Chewacla, Enon, Mecklenburg, and Segefield soils identified as "severe" meaning these soil types are typically problematic for percolation with conventional septic systems. These areas are



primarily impacted by the significant area of floodplain and drainage features extending through the property.

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

The Board of Commissioners must develop a statement of consistency / reasonableness describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest. A statement analyzing the reasonableness of the decision is also necessary.

NOVEMBER **22, 2021**PLANNING BOARD

Four (4) citizens spoke at the Planning Board Meeting sharing the following comments:

- 1. Richard Hooper Adjacent property owner in favor of proposal.
- 2. Gregory Lowe Adjacent property owner with no concerns other than security of the property when not in use. Would like to see a gate or other restriction at the entrance for idle times.

- 3. Linda Ennis Adjacent property owner indicated that Copperfield residents are primarily older with no children that want peace and quiet. She is concerned about noise and would like to see a limit on the number of people attending matches.
- 4. Annette Moore Adjacent property owner concerned since her family hunts adjacent to the proposed field and for safety reasons. Undecided at this point if she is for or against the proposal.

The Planning Board voted unanimously (6-0) to recommend approval subject to the following conditions and below statement of consistency and reasonableness:

- 1. Increase buffer width to 40 feet;
- 2. No athletic field lighting; and
- 3. Add security date at the drive entrance.

<u>Statement of Consistency and Reasonableness</u> – "Z 09-21 is consistent with the East Rowan Land Use Plan and reasonable and appropriate based on the addition of green space to the plan, field lights will not be used, and adopted conditions."

While impacts from athletic field operations may vary based on specific characteristics – especially public vs. private – , they commonly include traffic, noise, glare, and hours of operation. The CD process provides an opportunity for the neighbors and board to discuss and determine if potential conditions would adequately address potential impacts sufficient to deem the project compatible with the area. Staff encouraged the applicant to consider a voluntary condition to retain as much of a tree buffer as possible adjacent to the Copperfield subdivision resulting in the offering of forty (40) foot.

At this time, it is unknown the frequency of use other than "during daylight hours". It is conceivable this location could host tournaments since it appears the Charlotte region may have only a half dozen fields. If mutually agreed upon by the applicant, specific conditions that address compatibility could include:

- 1. Forty (40) foot tree retention buffer required around property limits less driveway;
- 2. Field may only be used for the sport of cricket;
- All visitors must park in designated parking spaces;
- 4. No use of permanent or portable high intensity "athletic field lighting";
- 5. No use of speakers;
- 6. Limit on signage (if a Board concern); and
- 7. Install gate or other vehicular restriction at driveway entrance consistent with NCDOT permit requirements.



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

Case #	z 09-21
Date Filed	10/15/21
Received By	SAS
Amount Paid	\$ 300 00 CC
Offic	e Use Only

REZONING APPLICATION
OWNERSHIP INFORMATION:
Name: Jaypal Reddy Kalagiri
Signature:
Phone: 616-264-1162 Email: jkalagiri@gmail.com
Address: 1345 Sandy Bottom Dr NW Concord NC 28027
APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner
Name: Jaypal Reddy Kalagiri
Signature:
Phone: 616-264-1162 Email: jkalagiri@gmail.com
Address: 1345 Sandy Bottom Dr NW Concord NC 28027
PROPERTY DETAILS:
Tax Parcel(s): 414 042 Size (sq.ft. or acres): 35.51 acres
Property Location: 0 Glover Rd Salisbury NC 28146
Current Land Use: None
Current Land Use: None Date Acquired: 8/12/2021 Deed Reference: Book Page REQUEST DETAILS:
Date Acquired: 8/12/2021 Deed Reference: Book Page
Date Acquired: 8/12/2021 Deed Reference: Book Page REQUEST DETAILS:
Date Acquired: 8/12/2021 Deed Reference: Book Page REQUEST DETAILS: Existing Zoning District RA Requested Zoning District RA-CD
Date Acquired: 8/12/2021 Deed Reference: Book Page REQUEST DETAILS: Existing Zoning District RA Requested Zoning District RA-CD If requesting a conditional zoning district, list proposed use or uses: Use as cricket field for private clubs to be played during the day time. No flood lights will be used. Most of the players do car pool, but even if they drive separately along

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We),	, owner(s)	of the within described
property do hereby request the pro	oposed rezoning and hereby author	rize the person listed below
to act as my (our) duly authorized	agent in this matter.	
Signature(s):		
Date:		
Address:		
Phone Number:		
APPLICANT(S) / AGENT(S) TH CONSIDERED AND REVIEWE WITH THE ABOVE NAMED AT OWNER'S AGENT.	PARTIES HERETO INCLUDING IAT WHILE THIS APPLICATION D, THE BURDEN OF PROVIDIN PPLICANT WHETHER OWNER,	WILL BE CAREFULLY G ITS NEED RESTS NON-OWNERS, OR
STATE OF		
I,	, a Notary Public for said (County and State, do hereby
certify that	personally appear	
acknowledged the due execution o	f the foregoing instrument.	SEAL
My commission expires	, 20	
Signature of Rezoning Coordinator:	OFFICIAL USE ONLY	2. Planning Board
Courtesy Hearing: 11 /22/21 3.	Notifications Mailed: 11/9/21 tion: Approved 6 Denied 0	4. Property Posted: 6. Board of Commissioners
Public Hearing: / / 7. No		• •
		_ 10. BOC Action: Approved

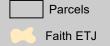
ROWAN COUIY NORTH CAROLINA Be an original.

Z 09-21: Jaypal Kalagiri



5285 Addresses

LEGEND

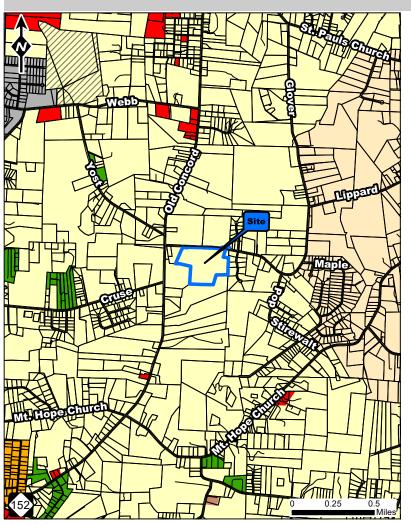


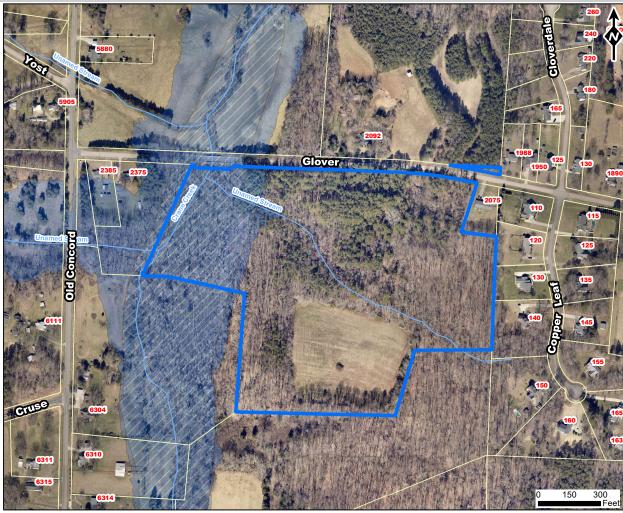
Feb. / Mar. 21 Aerial

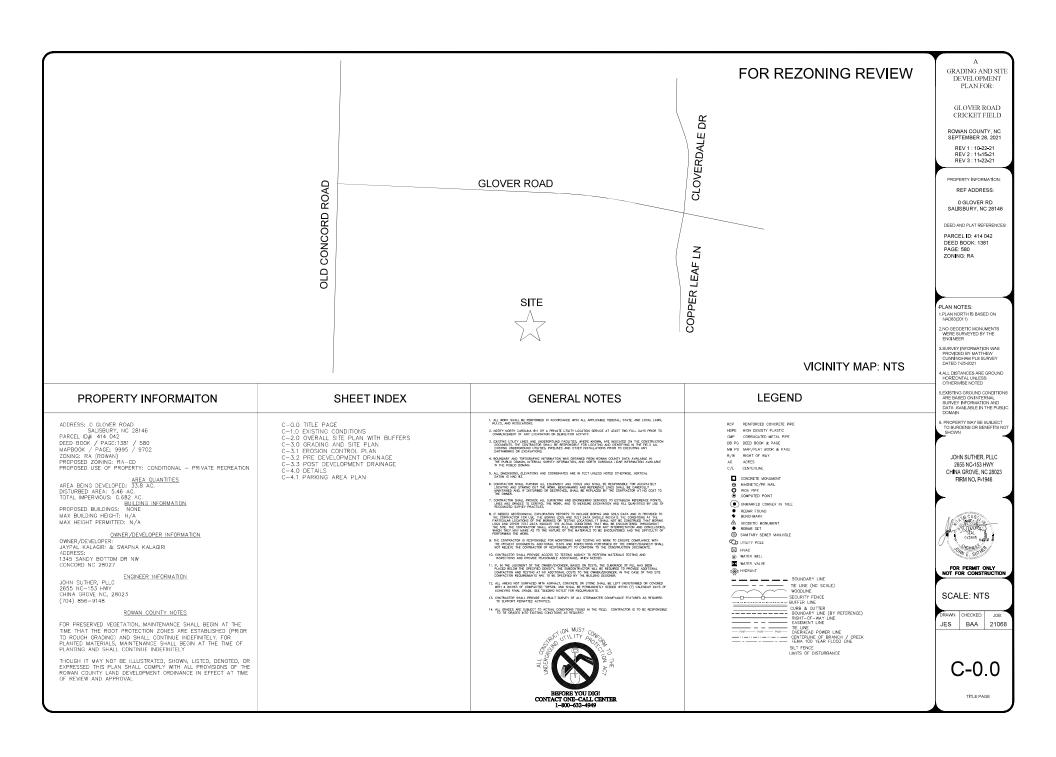


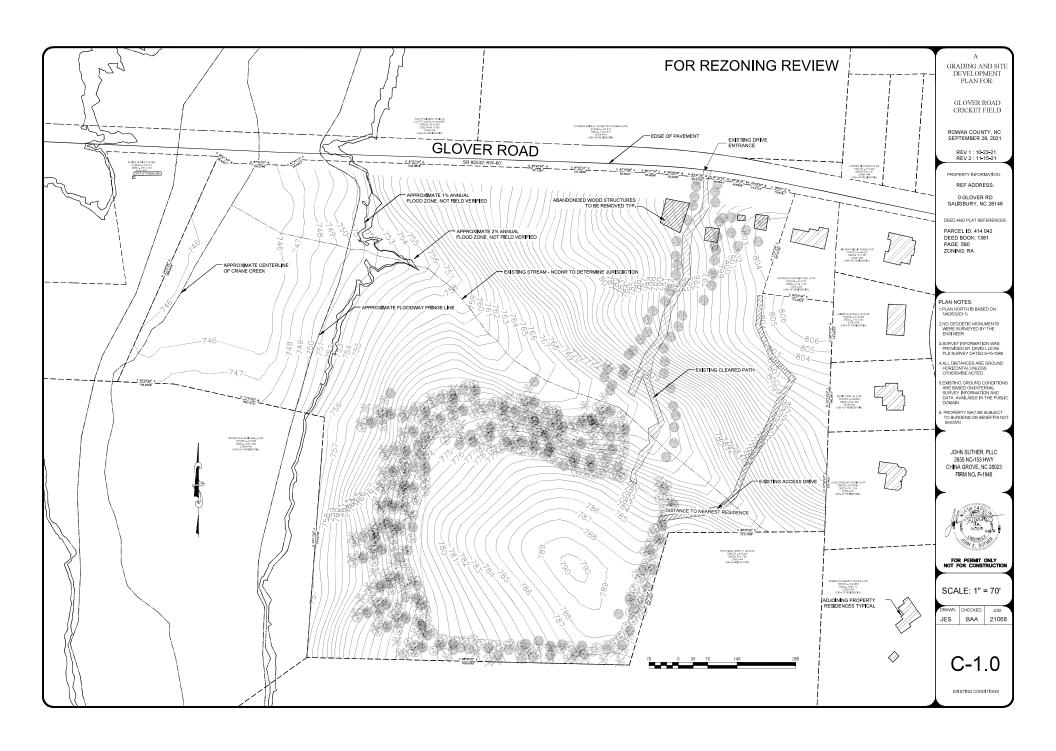


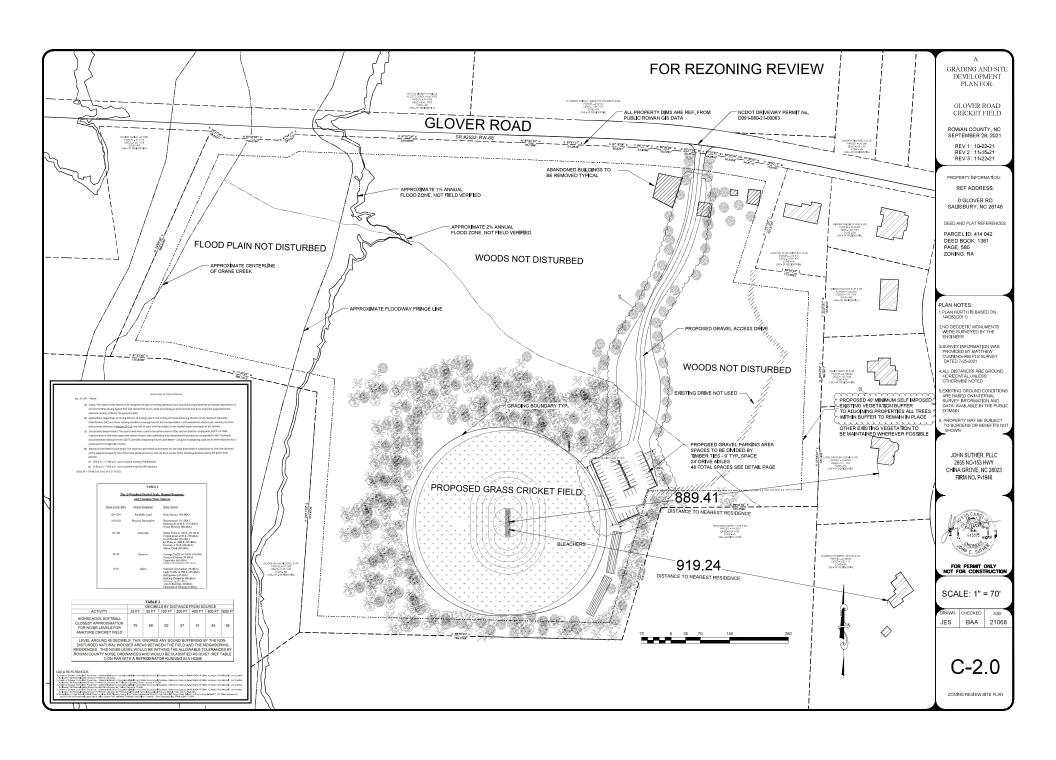
Prepared by Rowan County Planning & Development Department November 12, 2021

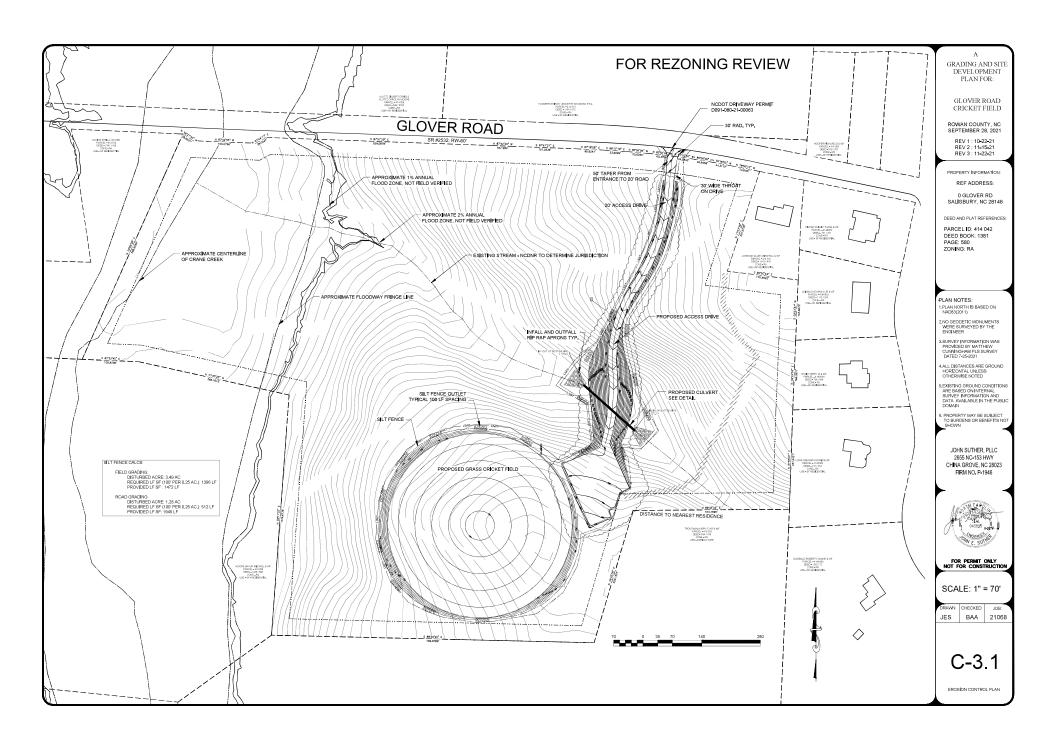


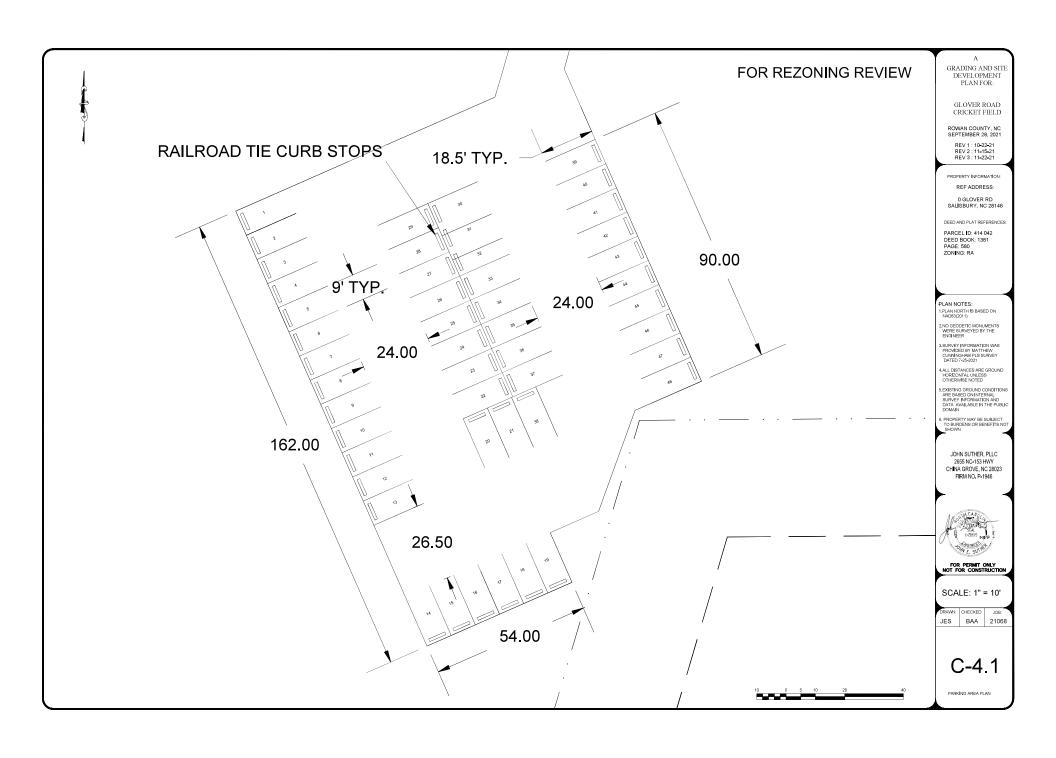












ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Tonya Parnell, Tax Collector

DATE: December 22, 2021 FY22 Pet Fee Refund **SUBJECT:**

ATTACHMENTS:

Description Upload Date Type FY22 Pet Fee Refund 12/22/2021 Cover Memo



Rowan County Tax Collector's Office

402 North Main Street, Suite 101, Salisbury, NC 28144-4392 Phone: 704-216-8544 • Fax: 704-216-7983 • www.rowancountync.gov

TO: Rowan County Board of Commissioners

FROM: Rowan County Tax Collector

Tonya Parnell

DATE: December 22, 2021

SUBJECT: Refund of Rowan County Pet Fee

Due to a miscommunication to remove the pet fee of 5.00 from the County budget for FY22 forward, I am requesting the Board to approve that Rowan County refund all pet fees that have been paid and to remove any pet fees still unpaid for the Tax Year 2021, FY 22.

The original amount listed as of July 1, 2021 was \$22,000.00. As of 12-22-2021 at 11:30AM the amount to be refund is \$13,429.50.

If approved, the refund checks would be mailed to the taxpayer on January 17, 2022. I have attached a copy of the report as of 12-22-2021.

Please contact me if you have further questions.

Thank you,

ROWAN CO NC 2021 Paid/Unpaid Pet Fee (Code PET) by Authority Paid Between 07/01/2021 To 12/21/2021 DEC 22, 2021 11:11 AM PAGE: 1 TX195NC

Auth	Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	Code
100	100191	DEBORD DEVIN ALAN	***	10.00 07/01/2021	0.00	0.00	PET
	100229	DEESE BOBBY K		5.00 07/01/2021	0.00	0.00	PET
	100404	DENKER JOHN SCOTT		5.00 07/01/2021	0.00	-5.00 08/18/2021	PET
	100418	DENNING DAVID TILDON		10.00 07/01/2021	0.00	-10.00 08/05/2021	1 PET
	100426	DENNIS JAMES G JR & WF		5.00 07/01/2021	0.00	0.00	PET
	100497	DESCH CHARLES H III AWF		5.00 07/01/2021	0.00	-5.00 07/28/2021	PET
	100559	DEYARMON DARBEN C SR & WF		5.00 07/01/2021	0.00	-5.00 11/05/2021	1 PET
	100639	DICKERSON SIDNEY R &WF		15.00 07/01/2021	0.00	-15.00 08/11/2021	PET
	100653	DICKSON DAVID E & WF		10.00 07/01/2021	0.00	-10.00 07/14/2021	PET
	100709	DILLARD GEORGE T & WF		10.00 07/01/2021	0.00	-10.00 08/18/2021	
	100738	DILORETO DAVID D & WF		15.00 07/01/2021	0.00	-15.00 07/23/2021	1 PET
	100789	DIX DALE LEE		5.00 07/01/2021	0.00	-5.00 07/21/2021	
	100887	DLOUHY JAMES D & WF		15.00 07/01/2021	0.00	0.00	PET
	100937	DOBY CARLA LUTHER		10.00 07/01/2021	0.00	0.00	PET
	100988	DODSON FONDA SUE		10.00 07/01/2021	0.00	0.00	PET
	101181	DOUGLAS HOWARD LEE		15.00 07/01/2021	0.00	0.00	PET
	101316	DRAGAS RAJKO		5.00 07/01/2021	0.00	-5.00 07/20/2021	
	101365	DRECHSLER MARK EDWARD & WF		5.00 07/01/2021	0.00	0.00	PET
	161375	DREW HAROLD FRANKLIN		10.00 07/01/2021	0.00	0.00	PET
	101407	DRISCOLL FRANCES KESLER		75.00 07/01/2021	0.00	-75.00 12/21/2021	
	101420	DRIVER CRAIG J & WF		5.00 07/01/2021	0.00	0.00	PET
	101422	DRIVER HAROLD G JR &WF		10.00 07/01/2021	0.00	-10.00 08/05/2021	
	101482	DRYE CLAUDE A JR 6WF		10.00 07/01/2021	0.00	-10.00 08/03/2021	
	101634	HELLARD KATHY B		5.00 07/01/2021	0.00	-5.00 08/05/2021	
	101636	OUDLEY ROBERT LEE & WF		5.00 07/01/2021	0.00		
	10166B	DUGANNE MATT THOMAS				-5.00 09/22/2021	
	101736			10.00 07/01/2021	0.00	-10.00 07/20/2021	
	101754	DUNCAN DAVID EARL DUNCAN JIMMY LEE		5.00 07/01/2021	0.00	-5.0D 08/20/2021	
				10.00 07/01/2021	0.00	-10.00 07/29/2021	
	101761	DUNCAN RODGER THOMAS		10.00 07/01/2021	0.00	-10.00 07/29/2021	
	101827	DUNN STEVEN J & WF		15.00 07/01/2021	0.00	-15.00 07/21/2021	
		DUREN JAMES & WF		10.00 07/01/2021	0.00	-10.00 07/28/2021	
	101983	DWIGGINS CAROL Y & HUS		5.00 07/01/2021	0.00	-5.00 07/22/2021	
	102099	DYER JOHN KERRY & WF		15.00 07/01/2021	0.00	0.00	PET
	102110	DYSON BARRY A & WF		10.00 07/01/2021	0.00	0.00	PET
	102253	EAGLE MAURICE E 111 & WF		10.00 07/01/2021	0.00	0.00	PET
	102367	EARNHARDT CLIFFORD JR		10.00 07/01/2021	0.00	0.00	PET
	102387	EARNHARDT EDDIE D & WF		10.00 07/01/2021	0.00	-10.00 07/26/2021	
	102414	EARNHARDT GRADY RAY & WF		20.00 07/01/2021	0.00	-20.00 07/29/2021	
	102452	EARNHARDT JIMMY LAWSON		75.00 07/01/2021	0.00	0.00	PET
	102470	EARNHARDT KENNETH ALAN		10.00 07/01/2021	0.00	0.00	PET
	102496	EARNHARDT PERRY GENE		10.00 07/01/2021	0.00	0.00	PET
	102517	EARNHARDT REGINALD LEE & WF		10.00 07/01/2021	0.00	-10.00 07/16/2021	
	102549	EARNHARDT TIMOTHY MARK & WF		10.00 07/01/2021	0.00	-10.00 09/13/2021	
	102614	EASTERLING THOMAS B & WF		50.00 07/01/2021	0.00	-50.00 08/05/2021	PET
	102731	EDDLEMAN BOBBY WAYNE		15.00 07/01/2021	0.00	-15.00 12/09/2021	
	102752	EDDLEMAN VICKIE TROUTMAN		5.00 07/01/2021	0.00	-5.00 12/20/2021	
	103017	EFIRD ROY EDWARD & WF		5.00 07/01/2021	0.00	0.00	PET
	103033	EGGLESTON JOHN WILLARD JR		5.00 07/01/2021	0.00	-5.00 07/30/2021	
	103108	ELIUM RANDALL D & WF		25.00 07/01/2021	0.00	-25.00 09/13/2021	PET
	103145	ELLENBURG JACOB RYAN		10.00 07/01/2021	0.00	0.00	PET
	103218	ELLER EDDIE DEAN & WF		5.00 07/01/2021	0.00	-5.00 07/19/2021	
	103219	ELLER EDDIE DEAN & WF		5.00 07/01/2021	0.00	-5.00 07/19/2021	PET
	103490	ELLIS OLIN DUANE		15.00 07/01/2021	0.00	-15.00 07/21/2021	PET
	103705	ENNIS ANN C		70.00 07/01/2021	0,00	-70.00 07/23/2021	PET
	103724	Ensley William Gordon		5.00 07/01/2021	0.00	-5.00 07/30/2021	PET
	103729	EPLEY ALBERT PRESTON		10.00 07/01/2021	0.00	0.00	PET
	103738	EPPERSON PORTER GENE		5.00 07/01/2021	0.00	-5.00 11/23/2021	PET

ROWAN CO NC 2021 Paid/Unpaid Pet Fee (Code PET) by Authority Paid Between 07/01/2021 To 12/21/2021

104594 FARROW RICHA 104647 FERMSTER DON 104756 FERGUSON MAR 104772 FERNANDEZ OA 105707 FILE FRANKLI 105071 FILE NORMAN 105078 FILE DELORES 105087 FILE DELORES 105129 FINK CHARLES 105129 FINK CHARLES 105129 FINK CHARLES 105220 FINNEY JERRY 105225 FINNEY JERRY 105400 FISHER KEVIN 105410 FISHER KEVIN 105410 FISHER KEVIN 105410 FISHER RAFK 105565 FLEMING JEFF 105688 FLOWE REBECC 105761 FOIL GEORGE 105830 FORD JERRY L 105895 FORSYTHE RAN 105895 FORSYTHE RAN 105896 FORTER GUY 105942 FORSON DARR 105942 FORSON DARR 105941 FORTSON JIMM 106013 POSTER BAVID 106021 FOSTER GRADO 106057 POSTER JAY D 106177 FOSTER WILLI 106224 FOWLER SHARO 106252 FOWLER ANGO 106252 FOWLER SHARO 106253 FOWLER SHARO 106232 FOWLER PETER 106280 FOWLER SHARO 106332 FOX THOMAS M 106367 FRALEY BILLY		ROWAN CO NC sid/Unpaid Pet Fee (Code PET) by Authority B Between 07/01/2021 To 12/21/2021		PAGE:	: 2 TX155NC
100 103790 ERVIN DAVID 10395C ESTES DENNIS 104010 EUCHNER JOHN 104021 EUDY JASON # 1040040 EURY GRAY LI 104006 EVANS JANE W 104076 EVANS JANE W 104076 EVANS JANE W 104076 EVANS JANE W 104071 EVANS GEORGE 104251 BVERHART JOS 104255 EVERHART JOS 104255 EVERHART JOS 104256 EVERHART JOS 104406 FAGGART JEPF 104406 FARGON CHAR 104767 FARGON RICHA 104677 FERNSTOCK C 104594 FARRON RICHA 104677 FERNSTOCK D 105075 FILE FRANKLI 105075 FILE PERNAKLI 105076 FILE DELORES 105397 FILE DELORES 105397 FILE DELORES 105394 FISHER KEVIN 105129 FINK CHARLES 105394 FISHER KEVIN 105505 FLEMING JEPF 105808 PLOWE REBECC 105761 FOIL GEORGE 105800 FORD JERRY LI 105895 FORSYTHE RAN 105509 FORTNER GUY 105942 FORTSON JIMM 105947 FORTSON JIMM 106013 FOSTER GUY 106021 FOSTER GRADO 106067 FOSTER JAY D 106177 FOSTER MILLI 106211 FOMLER BARBA 106224 FOWLER SHABO 106225 FOWLER SHABO 106227 FOWLER SHABO 106227 FOWLER SHABO 106221 FOWLER SHABO 106222 FOWLER SHABO 106223 FOWLER SHABO 106367 FRALEY BILLY 106507 FRANERS-QUIN 106507 FRALEY BILLY	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	
104010 EUCHNER JOHN 104021 EUDY JASON #2 103040 EURY GARY LI 104066 EVANS JANE ME 104076 EVANS JANE ME 104076 EVANS DARREL 104091 EVANS GEORGE 104251 EVERHART JOS 104255 EVERHART LAN 104292 EVERSON CHAR 104405 PAGGART JEFF 104426 FANNESTOCK C 104594 FARRON RICHA 104647 PEANSTER DON 104772 FERNANDEZ GA 105075 FILE FRANKLI 105071 FILE NORMAN 105078 FILE DELORES 105087 FILE MAYME T 105129 FINK CHARLES 105129 FINK CHARLES 105220 FINNEY JERNY 105225 PINNEY SILAS 105394 FISHER REVILL 1055410 FISHER MAYME T 105565 FLEMINN JEFF 105688 PLOWE REBECC 105761 FOIL GEORGE 105810 FOREYTHE RAN 105909 FORNYFHE RAN 105909 FORNYFHE RAN 105909 FORNYFHE RAN 1059042 FORTSON JIMM 106013 POSTER DAVID 106017 FOSTER LIGHT 106211 FOMER REGECC 106772 FOSTER JAY D 106224 FORLER JAY D 106224 FORLER SARAC 106225 FOWLER SHARD 106225 FOWLER SHARD 106226 FOWLER SHARD 106227 FOWLER SHARD 106227 FOWLER SHARD 106228 FOWLER SHARD 106229 FOWLER SHARD 106220 FOWLER SHARD 106221 FOWLER SHARD 106221 FOWLER SHARD 106222 FOWLER SHARD 106232 FOWLER SHARD 106367 FRALEY BILLY 106507 FRANER-QUIN	LEE	5.00 07/01/2021	0.00	0.00	PET
104021 BUDY JASON # 104040 BURY GARY LI 104066 BVANS JANE W 104076 EVANS JANE W 104076 EVANS JANE W 104076 EVANS JANE W 104076 EVANS JANE W 104091 EVANS GEORGE 104251 BVERHART JOS 104255 EVERHART JOS 104255 EVERHART LAN 104292 EVERSON CHAR 104405 FAGGART JEPP 104406 FARGENTOCK C 104594 FARROW RICHA 104607 FEANSTER DON 104776 FERUSON MAR 104772 FERNANDEZ OA 105075 FILE PERNANDEZ OA 105076 FILE DELORES 105076 FILE DELORES 105087 FILE WAYNE T 105129 FINK CHARLES 105129 FINK CHARLES 105394 FISHER KEVIN 105410 FISHER MARK 105565 FLEMING JEPP 105688 FLOWE REBECC 105761 FOIL GEORGE 105810 FORD JERRY LI 105895 FORSYTHE RAN 105909 FORTNER GUY 105942 FORTSON JIMM 106011 POSTER SUNID 106097 FORTER GUY 106177 FOSTER JAY D 106177 FOSTER MILLI 106211 FOMLER BARBA 106224 FOWLER SHARO 106224 FOWLER SHARO 106225 FOWLER SHARO 106227 FOWLER SHARO 106220 FOWLER SHARO 106221 FOWLER SHARO 106221 FOWLER SHARO 106222 FOWLER SHARO 106223 FOWLER SHARO 106232 FOWLER SHARO 106367 FRALEY BILLY 106507 FASHER-QUIN		5.00 07/01/2021	0.00	0.00	PET
104040 EURY GARY LI 104066 EVANS JANE W 104066 EVANS JANE W 104076 EVANS DARREI 104091 EVANS GEORGE 104091 EVANS GEORGE 104251 EVERHART JOS 104252 EVERSON CHAR 104252 EVERSON CHAR 104254 FARRON RICHA 104554 FARRON RICHA 104647 FERNANDEZ GA 104555 FILE FRANKLI 105071 FILE NORMAN 105071 FILE NORMAN 105072 FILE WAYNE T 105129 FINK CHARLES 105139 FILE WAYNE T 105129 FINK CHARLES 105140 FISHER KEVIN 105226 FINNEY SILAS 105194 FISHER KEVIN 105565 FLEMING JEFF 105565 FLEMING JEFF 105568 PLOWE REBECC 105761 FOIL GEORGE 105761 FOIL GEORGE 105810 FORD JERRY LI 105909 FORTINER GUY 105909 FORTINER GUY 105909 FORTINER GUY 105901 FOSTER BAVID 106013 POSTER BAVID 106014 FOSTER GRADO 106046 POSTER GRADO 106057 FOSTER JAY D 106211 FOULER BARBA 106212 FOWLER BREAD 106212 FOWLER SHARO 106212 FOWLER BREAD 106212 FOWLER BREAD 106212 FOWLER BREAD 106212 FOWLER SHARO 106212 FOWLER SHARO 106312 FOW TROMAS M 106312 FOW TROMAS M 106312 FOW TROMAS M 106312 FOW TROMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		15.00 07/01/2021	0.00	-15.00 08/17/2021	PET
104066 EVANS JANE # 104076 EVANS JANE # 104076 EVANS JANE # 104091 EVANS GEORGE 104251 EVENHART JOS 104255 EVERHART JOS 104255 EVERHART LAN 104292 EVERSON CHAR 104405 FAGGART JEFF 104406 FARGART JEFF 104406 FARGART JEFF 104594 FARRON RICHA 104594 FARRON RICHA 104595 FERUJSON MAR 104772 FERNANDEZ GA 105075 FILE FRANKLI 105071 FILE NORMAN 105078 FILE DELORES 105087 FILE DELORES 105129 FINK CHARLES 105129 FINK CHARLES 105129 FINK CHARLES 105220 FINNEY JERKY 105225 FINNEY SILAS 105394 FISHER KEVIN 105410 FISHER MARK 105565 FLEMING JEFF 105688 PLOWE REBECC 105761 FOIL GEORGE 105895 FORSYTHE RAN 105909 FORTNER GUY 105942 FORTSON DARR 105941 FOSTER BUGIN 106011 FOSTER EUGEN 106021 FOSTER EUGEN 106177 FOSTER HILLI 106211 FOMLER BARBAI 106224 FOWLER SHARO 106352 FOWLER SHARO 106352 FOWLER SHARO 106367 FRALEY BILLY 106507 FRASHER-QUIN		30.00 07/01/2021	0.00	0.00	PET
104076 EVANS DARRE! 104091 EVANS GEORGE 104251 BVERHART JOS 104255 EVERHART JOS 104255 EVERHART JOS 104255 EVERHART JOS 104256 PAGGART JEFF 104405 PAGGART JEFF 104406 PAGROW RICHA 104407 PEAMSTER DON 104594 PARROW RICHA 104647 PEAMSTER DON 104768 FERGUSON MAR 104772 FERNANDEZ GA 105035 FILE FRANKLI 105071 FILE NORMAN 105076 FILE PAGMEN 105129 FINE MAYNE T 105129 FINEY SILAS 105220 FINNEY JERRY 105220 FINNEY JERRY 105225 FINNEY SILAS 105394 FISHER REVIN 105410 FISHER MARK 105565 FILMING JEFF 105688 PLOWE REBECC 105761 FOIL GEORGE 105761 FOIL GEORGE 105895 FORSYTHE RAN 105909 FORTNER GUY 105942 FORTSON DARR 105947 FORTON DARR 105947 FORTON DARR 105947 FORTON DARR 105947 FORTON DARR 106013 POSTER JOYU 106021 FOSTER GRADO 106021 FOSTER GRADO 106021 FOSTER GRADO 106021 FOSTER GRADO 106021 FOSTER WILLI 106211 FOMLER BARBA 106224 FOWLER SHARO 106225 FOWLER JOHN 106312 FOWLER PETER 106230 FOWLER SARA 106312 FOW TROMAS MA		5.00 07/03/2021	0.00	-5.00 07/28/2021	
104091 EVANS GEORGE 104251 EVERHART JOS 104255 EVERHART LAN 104292 EVERSON CHAR 104266 FAINESTOCK C 104594 FARRON RICHA 104647 FERNSTER DON 104758 FERGUSON MAR 104772 FERNANDEZ GA 105071 FILE PERNANDEZ GA 105072 FILE NORMAN 105073 FILE PERNANDEZ GA 105074 FILE WAYNE T 105129 FINK CHARLES 105087 FILE WAYNE T 105129 FINK CHARLES 105220 FINNEY JERKY 105225 FINNEY SILAS 105394 FISHER KEVIN 105410 FISHER KEVIN 105565 FLEMING JEFF 105688 FLOWE REBECC 105761 FOIL GEORGE 105810 FORD JERKY L 105895 FORSYTHE RAN 105909 FORTINER GUY 105942 FORTSON DARR 105947 FORTSON JIMM 106013 FOSTER BAVID 106021 FOSTER EUGEN 106077 FOSTER JAY D 106211 FOULER SHARO 106224 FORLES RABOL 106225 FOWLER PILLI 106211 FOWLER SHARO 106225 FOWLER SHARO 106225 FOWLER SHARO 106232 FOWLER SHEND 106332 FOWLER SARN 106332 FOW TROMAS		15.00 07/01/2021	0.00	-15.00 07/20/2021	
104251 BVERHART JOS 104255 BVERHART JOS 104255 BVERHART LAN 104292 BVERSON CHAR 104405 FAGGART JEPF 109426 FANNESTOCK C 104594 FARROW RICHA 106647 FEANSTER DON 104798 FERGUSON MAR 104772 FERNANDEZ OA 105035 FILE FRANKLI 105071 FILE NORMAN 105078 FILE DELORES 105087 FILE DELORES 105129 FINK CHARLES 105129 FINK CHARLES 105129 FINK CHARLES 105225 FINNEY SILAS 1051394 FISHER KEVIN 105410 FISHER MARK 105565 FLEMING JEPF 105868 FLOWE REBECC 105761 FOIL GEORGE 105895 FORSYTHE RAN 105909 FORTNER GUY 105942 FORTSON DIRM 106013 FOSTER SIAVI 106013 FOSTER SIAVI 106014 FOSTER GRADO 106057 FOSTER JAY D 106177 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER SHARO 106225 FOWLER SHARO 106225 FOWLER SHARO 106226 FOWLER SHARO 106227 FOWLER SHARO 106227 FOWLER SHARO 106230 FOWLER SHARO 106231 FOWLER SHARO 106224 FOWLER SHARO 106225 FOWLER SHARO 106230 FOWLER SHARO 106230 FOWLER SHARO 106231 FORLER PETER 106230 FOWLER SHARO 106322 FOW THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		10.00 07/01/2021	0.00	0.00	PET
104255 BVERHART LAN 104292 EVERSON CHAR 104405 PAGGART JEPF 104426 FANNESTOCK C 1044594 FARROW RICHA 104647 FERMSTER DON 104768 FERGUSON MAR 104772 FERNANDEZ OA 105015 PILE FRANKLI 105071 FILE NORMAN 105076 FILE BLORRS 105087 FILE BLORRS 105087 FILE WAYNE T 105129 PINK CHARLES 105220 FINNEY JERRY 105225 FINNEY SIERRY 105225 FINNEY SIERRY 105226 FINNEY GERRY 105416 FISHER KEVIN 105416 FISHER MARK 105565 FLEMING JEFF 1056688 PLOWE REBECC 105761 FOIL GEORGE 105761 FOIL GEORGE 105895 FORSYTHE RAN 105909 FORTNER GUY 1065942 FORTSON DARR 105947 FORTON DARR 105947 FORTON DARR 105947 FORTON DARR 106013 POSTER BAVID 106014 FOSTER GRADO 106046 POSTER GRADO 106047 FOSTER WILLI 106211 FONLER BREBA 106224 FOWLER PIETER 106225 FOWLER JOHN 106225 FOWLER PIETER 106230 FOWLER SARA 106332 FOW TROMAS M 106367 FRALEY BILLY 106507 FASHER-QUIN		10.00 07/01/2021	0.00	-10.00 07/26/2021	
104292 EVERSON CHAR 104405 PAGGARI JEC 104405 PAGGARI JEC 104406 PARNESTOCK C 104594 FARRON RICHA 104647 PEAMSTER DON 104772 FERNANDEE GA 105075 FILE FRANKLI 105071 FILE NORMAN 105071 FILE NORMAN 105072 FILE WAYNE T 105129 FINK CHARLES 105220 FINNEY JERKY 105225 FINNEY JERKY 105225 FINNEY SILAS 105394 FISHER KEVIN 105410 FISHER MANK 105565 FLEMING JEFF 105688 PLOWE REBECC 105761 FOIL GEORGE 105810 FORD JERRY L 105895 FORSYTHE RAN 105909 FORTNER GUY 105942 FORTSON DARR 105941 FORTSON JIMM 106013 POSTER BAVID 106021 FOSTER EUGEN 106021 FOSTER BAVID 106021 FOSTER BUGEN 106224 FOWLER SHARO 106225 FOWLER SHARO 106225 FOWLER SHARO 106226 FOWLER SHARO 106230 FOWLER SHARO 106231 FOWLER SHARO 106232 FOWLER SHARO 106332 FOWLER SHARO 106332 FOWLER SHARO 106332 FOWLER SHARO 106367 FRALEY BILLY 106507		5.00 07/01/2021	0.00	-5.00 07/19/2021	
104405 FAGGART JEFF 104426 FANNESTOLE 104524 FARROW RICHA 104647 FEARSTER DON 104758 FERGUSON MAR 104772 FERNANDEZ GA 105035 FILE FRANKLI 105073 FILE FRANKLI 105073 FILE PORNAN 105076 FILE WAYNE T 105129 FINN CHARLES 105220 FINNEY JERRY 105225 FINNEY JERRY 105225 FINNEY SIERR 105240 FISHER MARK 105565 FLEMING JEFF 105688 FLOWE REBECC 105761 FOIL GEORGE 105761 FOIL GEORGE 105895 FORSYTHE RAN 1055909 FORTNER GUY 105942 FORTSON DARR 105947 FORTSON DARR 105947 FORTSON DARR 106947 FORTSON DARR 106947 FORTSON DARR 106947 FORTSON DARR 106947 FORTSON JINN 106013 FOSTER DAVID 106021 FOSTER GRADO 106025 FOSTER JAY D 106211 FOWLER BARBA 106224 FOWLER SHARO 106225 FOWLER JOHN ' 106220 FOWLER SHARO 106225 FOWLER JOHN ' 106307 FRALEY BILLY 106507 FRALEY BILLY 106507 FRALEY BILLY 106507 FRALEY BILLY 106507 FRALEY BILLY		15.00 07/01/2021	0.00	0.00	PET
104426 FAHNESTOCK C 104594 FARROW RICKA 104647 FERMSTER DON 104758 FERGUSON MAR 104772 FERNANDEZ GA 105015 FILE FRANKLI 105071 FILE NORMAN 105071 FILE DLORES 105087 FILE BLOARS 105129 FINK CHARLES 105129 FINK CHARLES 105129 FINK CHARLES 105120 FINNEY JERKY 105225 FINNEY JERKY 105226 FINNEY SILAS 105394 FISHER KEVIN 105410 FISHER MARK 105565 FLEMING JEFF 105688 FLOWE REBECC 105761 FOIL GEORGE 105761 FOIL GEORGE 105810 FORD JERRY L 105895 FORSYTHE RAN 105909 FORTINER GUY 105942 FORTSON DARR 105947 FORTSON DARR 105947 FORTSON JIMM 106013 FOSTER BAVID 106021 FOSTER GRADO 106037 FOSTER JOAY 106177 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER SHARO 106225 FOWLER FETER 106226 FOWLER SHARO 106226 FOWLER SHARO 106232 FOWLER SARA 106332 FOW THOMAS MA		5.00 07/01/2021	0.00	-5.00 10/28/2021	
104594 FARROW RICHM 104647 FERMSTER DAY 104786 FERGUSON MAR 104772 FERNANDEZ OA 105071 FILE NORMAN 105078 FILE PERANKLI 105078 FILE DELORES 105087 FILE WAYNE T 105129 FINK CHARLES 105220 FINNEY SILAS 105324 FISHER KEVIN 105410 FISHER REVIN 105410 FISHER MARK 105565 FLEMING JEFF 105688 FLOWE REBECC 105761 FOIL GEORGE 105801 FORD JERRY LI 105895 FORSYTHE RAN 105909 FORTNER GUY 105942 FORTSON DARR 105947 FORTSON JIMM 106013 FOSTER BAVID 106021 FOSTER EUGEN 106057 FOSTER JAY D 106177 FOSTER WILLI 106211 FOWLER BARBAD 106224 FOWLER SHARD 106225 FOWLER SHARD 106225 FOWLER SHARD 106226 FOWLER SHARD 106230 FOWLER SHARD 106231 FOWLER SHARD 106212 FOWLER SHARD 106232 FOWLER SHARD 106232 FOWLER SHARD 106230 FOWLER SHARD 106332 FOWLER SARD 106332 FOWLER SARD 106332 FOWLER SARD 106332 FOWLER SARD 106367 FRALEY BILLY 106507 FRASHER-QUIN	CLYDE EUGENE & WF	10.00 07/01/2021 10.00 07/01/2021	0.00	-10.00 07/28/2021 0.00	PET
104647 PERMSTER DON 104758 FERGUSON MAR 104772 FERRANDE GA 105035 FILE FRANKLI 105071 FILE NORMAN 105078 FILE DELORES 105087 FILE WAYNE T 105129 FINN CHARLES 105220 FINNEY SILAS 105220 FINNEY SILAS 105324 FISHER KEVIN 105410 FISHER MARK 105565 FILMING JEFF 105688 PLOWE REBECC 105761 FOIL GEORGE 105761 FOIL GEORGE 105895 FORSTHE RAN 105895 FORSTHE RAN 105909 FORTNER GUY 105942 FORTSON DARR 105947 FORTSON DARR 105947 FORTSON DARR 106946 FOSTER GAND 106021 FOSTER GAND 106021 FOSTER GRAD 106021 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER SHARO 106225 FOWLER JOHN 106225 FOWLER JOHN 106321 FOWLER SHARO 106226 FOWLER SHARO 106226 FOWLER SHARO 106232 FOWLER SHARO 106322 FOWLER SARA 106332 FOW THOMAS MA	ARD MICHAEL & WF	5.00 07/01/2021	0.00	-5.00 07/23/2021	
104758 FERGUSON MAR 104772 FERNANDEZ GA 105075 FILE FRANKLI 105071 FILE NORMAN 105078 FILE DELORES 105087 FILE WAYNE T 105129 FINK CHARLES 105220 FINNEY JERKY 105225 FINNEY JERKY 105225 FINNEY SILAS 105394 FISHER KEVIN 105410 FISHER KEVIN 105416 FISHER MEVIN 105456 FLEMING JEFF 105688 FLOWE REBECC 105761 FOIL GEORGE 105761 FOIL GEORGE 105781 FORL JERKY L 105895 FORSYTHE RAN 105909 FORTINER GUY 105942 FORTSON DARR 105947 FORTSON JIMM 106013 FOSTER DAVID 106021 FOSTER EUGEN 106026 FOSTER GRADO 106027 FOSTER JAY D 106211 FOWLER BARBAI 106224 FOWLER SHARO 106225 FOWLER JOHN 106225 FOWLER JOHN 106232 FOWLER SHARO 106232 FOWLER SHARO 106232 FOWLER SHARO 106232 FOWLER SHARO 106332 FOWLER SARA 106332 FOWLER SARA 106332 FOWLER SARA 106332 FOWLER SARA 106332 FOR THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		15.00 07/01/2021	0.00	-15.00 12/14/2021	
104772 FERNANDES GA 105035 FILE FRANKLI 105071 FILE NORMAN 105078 FILE DELORES 105087 FILE DELORES 105129 FINNEY DELY 105120 FINNEY SERV 105225 FINNEY SILAS 105394 FISHER KEVIN 105410 FISHER MARK 105565 FLEMING JEFF 105688 FLOWE REBECC 105761 FOIL GEORGE 105830 FORD JERRY LI 105895 FORSYTHE RAN 105909 FORTNER GUY 105942 FORTSON DARR 105947 FORTSON JINM 106013 FOSTER SHAVID 106057 FOSTER JAY D 106177 FOSTER MILLI 106211 FOWLER BARBA 106224 FOWLER SHAVD 106225 FOWLER SHAVD 106225 FOWLER SHAVD 106226 FOWLER SHAVD 106227 FOWLER SHAVD 106227 FOWLER SHAVD 106230 FOWLER SHAVD 106231 FOWLER SHAVD 106232 FOWLER JOHN 106332 FOW LER SARAD 106332 FOW THOMAS M 106367 FRALEY BILLY 106507		5.00 07/01/2021	0.00	-5.00 08/04/2021	
105015 FILE FRANKLI 105071 FILE NORMAN 105073 FILE MORMAN 105076 FILE WAYNE T 105129 FINNEY SILES 105220 FINNEY SILES 105220 FINNEY SILES 105225 FINNEY SILES 105324 FISHER REVIN 105410 FISHER MARK 105565 FILMING JEEPEC 105761 FOIL GEORGE 105761 FOIL GEORGE 105900 FORTINER GUY 105942 FORTSON DARR 105947 FORTON DARR 105947 FORTON DARR 105947 FORTON DARR 106013 POSTER BAVID 106021 FOSTER GRADO 106077 FOSTER GRADO 106021 FOSTER GRADO 106022 FOWLER SHARO 106224 FOWLER SHARO 106225 FOWLER JOHN 106225 FOWLER SHARO 106232 FOWLER SARA 106332 FOW THOMAS M 106367 FRALEY BILLY 106307 FRALEY BILLY 106507 FRALEY BILLY 106507 FRALEY BILLY 106507 FRALEY BILLY 106507		5.00 07/01/2021	0.00	-5.00 12/03/2021	
105078 FILE DELORES 105087 FILE WAYNE T 105129 FINK (HARLES 105220 FINNEY JERRY 105225 FINNEY SILAS 105394 FISHER KEVIN 105410 FISHER MARK 105565 FLEMING JEFF 105688 FLOWER REBECC 105761 FOIL GEORGE 105895 FORSYTHE RAN 105895 FORTMER GUY 105842 FORTSON DARR 105947 FORTSON DARR 105947 FORTSON DARR 106947 FORTSON JINM 106011 FOSTER DAVID 106021 FOSTER GRADO 106035 FOSTER JAY D 106177 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER SHARO 106225 FOWLER JOHN ' 106210 FOWLER SHARO 106230 FOWLER SHARO 106332 FOW THOMAS M 106331 FOR THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		5.00 07/01/2021	0.00	-5.00 08/23/2021	
105087 FILE MAYME T 105129 FINK CHARLES 105220 FINNEY JERRY 105225 FINNEY JERRY 105225 FINNEY SIEME 105225 FINNEY SIEME 105324 FISHER KEVIN 105410 FISHER MARK 105565 FILMING JERF 105688 PLOWE REBECC 105761 FOIL GEORGE 105810 FORD JERRY L 105895 FORSYTHE RAN 105909 FORTNER GUY 106942 FORTSON DARR 105947 FORTSON DARR 105947 FORTSON JIMM 106013 FOSTER BAVID 106021 FOSTER GRADO 106057 FOSTER JAY D 106177 FOSTER WILLI 106211 FOWLER BARBAD 106224 FOWLER SHARO 106225 FOWLER JOHN 106225 FOWLER JOHN 106230 FOWLER SARA 106332 FOW THOMAS M 106367 FRALEY BILLY 106507 FASHER-QUIN		5.00 07/01/2021	0.00	-5.00 08/25/2021	
105087 FILE MAYME T 105129 FINK CHARLES 105220 FINNEY JERRY 105225 FINNEY JERRY 105225 FINNEY SIEME 105225 FINNEY SIEME 105324 FISHER KEVIN 105410 FISHER MARK 105565 FILMING JERF 105688 PLOWE REBECC 105761 FOIL GEORGE 105810 FORD JERRY L 105895 FORSYTHE RAN 105909 FORTNER GUY 106942 FORTSON DARR 105947 FORTSON DARR 105947 FORTSON JIMM 106013 FOSTER BAVID 106021 FOSTER GRADO 106057 FOSTER JAY D 106177 FOSTER WILLI 106211 FOWLER BARBAD 106224 FOWLER SHARO 106225 FOWLER JOHN 106225 FOWLER JOHN 106230 FOWLER SARA 106332 FOW THOMAS M 106367 FRALEY BILLY 106507 FASHER-QUIN	3 A	5.00 07/01/2021	0.00	-5.00 10/19/2021	
105220 FINNEY JERRY 105225 FINNEY SILEY 105225 FINNEY SIERY 105344 FISHER MARK 105565 FLEMING JEFF 105688 FLOWE REBECC 105761 FOIL GEORGE 105895 FORSYTHE RAN 105895 FORSTHE RAN 105999 FORTNER GUY 105942 FORTSON DARR 105947 FORTSON DARR 106947 FORTSON JIRW 106013 POSTER DAVID 106021 FOSTER GRADO 106036 FOSTER GRADO 106057 FOSTER JAY D 106211 FOWLER BARBA 106224 FOWLER SHARO 106225 FOWLER JOHN 106225 FOWLER JOHN 1062630 FOWLER SHARO 106232 FOWLER SHARO 106232 FOWLER SHARO 106332 FOW THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		5.00 07/01/2021	0.00	-5.00 08/13/2021	
105225 FINNEY SILAS 105394 PISHER KEVIN 105410 FISHER MARK 105565 FLEMING JEFF 105688 PLOME REBECC 105761 FOIL GEORGE 105830 FORL JERRY L 105895 FORSYTHE RAN 105909 FORTNER GUY 105942 FORTSON DARR 105947 FORTSON JIMM 106013 FOSTER DAVID 106021 FOSTER BAVID 106021 FOSTER BAVID 106021 FOSTER WILLI 106211 FOWLER BRABA 106224 FOWLER JAY D 106225 FOWLER JOHN 106225 FOWLER JOHN 106226 FOWLER SHARO 106230 FOWLER SHARO 106230 FOWLER SARA 106332 FOW LER SARA 106332 FOW THOMAS M 106367 FRALEY BILLY 106507 FASHER-QUIN	5 DOUGLAS	5.00 07/01/2021	0.00	0.00	PET
105394 PISHER KEVIN 105410 FISHER MARK 105565 FILMING JEFF 105688 PLOWE REBECC 105761 FOIL GEORGE 105830 FORD JERRY L 105895 FORSYTHE RAN 105995 FORSYTHE RAN 105942 FORTSON DARR 105947 FORTSON JIRM 106011 FOSTER EUGEN 106046 FOSTER GRADO 106057 FOSTER JAY D 106177 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER BARBA 106225 FOWLER JOHN 106272 FOWLER PETER 106280 FOWLER SARA 106332 FOX TROMAS M 106367 FRALEY BILLY 106507 FASHER-QUIN	₹ W	5.00 07/01/2021	0.00	-5.00 07/16/2021	PET
105410 FISHER MARK 105565 FILMING JEFF 105688 PLOWE REBECC 105761 FOIL GEORGE 105930 FORTHER RAN 105999 FORTHER RAN 105999 FORTHER GUY 105942 FORTSON DARR 105947 FURTSON JIMM 106013 POSTER BAVID 106021 FOSTER GRAVD 106046 POSTER GRAVD 106077 FOSTER WILLI 106211 FOWLER BARBA 106212 FOWLER BARBA 106224 FOWLER SHARO 106225 FOWLER JOHN 106272 FOWLER PETER 106230 FOWLER SARA 106332 FOW THOMAS M 106367 FRALEY BILLY 106507 FASHER-QUIN	5 TOMMY	40.00 07/01/2021	0.00	-40.00 07/22/2021	PET
105565 PLEMING JEFF 10588 PLOWE REBECC 105761 FOIL GEORGE 105830 FORD JERRY L 105895 FORSYTHE RAN 105909 FORTNER GUY 105942 FORTSON DARR 106013 POSTER SNAVID 106013 POSTER SNAVID 106021 FOSTER GRADO 106057 FOSTER JAY D 106177 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER SHARO 106225 FOWLER JOHN 106272 FOWLER POTEN 106272 FOWLER JOHN 106302 FOWLER SARA 106332 FOW LER SARA 106332 FOW THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		10.00 07/01/2021	0.00	0.00	PET
105688 PLOWE REBECC 105761 FOIL GEORGE 105830 FOR SYTHE RAN 105895 FORSYTHE RAN 105909 FORTNER GUY 105942 FORTSON DARR 105947 FORTSON DARR 106013 FOSTER DAVID 106021 FOSTER EUGEN 106046 FOSTER GRADO 106057 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER BARBA 106225 FOWLER DAVE 106252 FOWLER JOHN 106252 FOWLER SHARO 106352 FOWLER SHARO 106352 FOWLER SARA 106330 FOWLER SARA 106331 FOWLER FETER 106380 FOWLER SARA 106397 FRALEY BILLY		5.00 07/01/2021	0.00	-5.00 07/26/2021	PET
105761 FOLL GEORGE 105830 FORD JERRY L 105895 FORSYTHE RAN 105909 FORTNER GUY 105942 FORTSON DARR 105947 FORTSON DARR 106013 POSTER DAVID 106021 FOSTER GRAVD 106046 POSTER GRAVD 106177 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER BARBA 106225 FOWLER JOHN 106272 FOWLER JOHN 106272 FOWLER PETER 106280 FOWLER SARA 106332 FOW THOMAS M 106367 FRALEY BILLY 106507 FASHER-QUIN		5.00 07/01/2021	0.00	-5.00 08/04/2021	PET
105830 FORD JERRY L 105895 FORSYTHE RAN 105909 FORTINER GUY 105942 FORTSON DARR 106913 FOSTER BAVID 106021 FOSTER BAVID 106021 FOSTER GRADO 106057 FOSTER MILLI 106211 FOWLER BARBA 106224 FOWLER SHARO 106252 FOWLER JOHN Z 106272 FOWLER JOHN Z 106272 FOWLER SHARO 106280 FOWLER SHARO 106332 FOW TROMAS M 106332 FOW TROMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		5.00 07/01/2021	0.00	-5.00 07/16/2021	
105895 FORSYTHE RAN 105909 FORTNER GUY 105942 FORTSON DARR 105947 FORTSON DARR 106947 FORTSON JIMM 106013 POSTER DAVID 106021 FOSTER EUGEN 106046 POSTER GRADO 106057 FOSTER JAY D 106177 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER SHARO 106225 FOWLER JOHN ' 106272 FOWLER PETER 106272 FOWLER SARA: 106312 FOW TROMAS M 106312 FOW TROMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		5.00 07/01/2021	0.00	0.00	PET
105909 FORTNER GUY 105942 FORTSON DARR 105947 FORTSON JIMM 106013 POSTER ENGIN 106021 FOSTER EUGEN 106057 FOSTER JAY D 106177 FOSTER HILLI 106211 FOWLER ENREN 106224 FOWLER SHARO 106252 FOWLER JOHN 106272 FOWLER POTER 106272 FOWLER POTER 106302 FOWLER SARA: 106312 FOWLER JOHN 106307 FRALEY BILLY 106507 FRASHER-QUIN		5.00 07/01/2021	0.00	0.00	PET
105942 FORTSON DARR 105947 FORTSON JIMM 106013 POSTER ENGEN 106021 FOSTER EUGEN 106026 FOSTER GRADO 106057 FOSTER MILLI 106211 FOWLER BARBA 106224 FOWLER SHARO 106225 FOWLER JOHN 106272 FOWLER POTER 106280 FOWLER SHARO 106332 FOW LER SHARO 106332 FOW TROMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		10.00 07/01/2021	0.00 08/27/2021	0.00	PET
105947 FURTSON JIMM 106013 POSTER BAVID 106021 FOSTER EUGEN 106046 POSTER GRADO 106057 FOSTER JAY D 106177 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER BARBA 106225 FOWLER JOHN 106272 FOWLER PETER 106280 FOWLER SARA 106332 FOW THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		10.00 07/01/2021	0.00	0.00	PET
106013 POSTER DAVID 106021 FOSTER EUGEN 106046 POSTEE GRADO 106057 FOSTER JAY D 106177 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER SHARO 106252 FOWLER JOHN ' 106272 FOWLER PETER 106280 FOWLER SARA: 106332 FOX THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		25.00 07/01/2021	0.00	-25.00 08/04/2021	
106021 FOSTER EUGEN 106046 FOSTER GRADO 106057 FOSTER JAY D 106177 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER SHARO 106252 FOWLER JOHN 106272 FOWLER DETER 106280 FOWLER SARA: 106332 FOX TROMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		10.00 07/01/2021 5.00 07/01/2021	0.00	0.00	PET PET
106046 POSTER GRADO 106057 FOSTER MYLLI 106117 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER BARBA 106252 FOWLER JOHN 1 106272 FOWLER PETER 106280 FOWLER SARN 1 106332 FOX THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		20.00 07/01/2021	0.00	0.00 -20.00 09/02/2021	
106057 FOSTER JAY D 106177 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER SHAFO 106252 FOWLER JOHN ' 106272 FOWLER PETER 106280 FOWLER SARA: 106332 FOX THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		40.00 07/01/2021	0.00	-40.0D 08/03/2021	
106177 FOSTER WILLI 106211 FOWLER BARBA 106224 FOWLER SHARO 106252 FOWLER DOHN 106272 FOWLER PETER 106280 FOWLER SARA: 106332 FOW THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		5.00 07/01/2021	0.00	-5.00 08/02/2021	
106211 FOWLER BARBA 106224 FOWLER SHAFO 106252 FOWLER JOHN 106272 FOWLER PETER 106280 FOWLER SARN 106332 FOX THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		5.00 07/01/2021	0.00	0.00	PET
106252 FOWLER JOHN 106272 FOWLER PETER 106280 FOWLER SARN 106332 FOW THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN		15.00 07/01/2021	0.00	0.00 11/04/2021	
106272 FOWLER PETER 106280 FOWLER SARA: 106332 FOX THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN)N	5.00 07/01/2021	0.00	-5.00 07/19/2021	
106280 FOWLER SARA: 106332 FOX THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN	WALTER	10.00 07/01/2021	0.00	0.00	PET
106332 FOX THOMAS M 106367 FRALEY BILLY 106507 FRASHER-QUIN	BOOKER	5.00 07/01/2021	0.00	0.00	PET
106367 FRALEY BILLY 106507 FRASHER-QUIN		10.00 07/01/2021	0.00	-10.00 09/13/2021	PET
106507 FRASHER-QUIN		5.00 07/01/2021	0.00	-5.00 08/31/2021	PET
		30.00 07/01/2021	0.00	-30.00 07/29/2021	PET
106518 FRAZIER JEFF	ITANA LEXIA ANNALAN	10.00 07/01/2021	-10.00 08/10/2021	0.00	PET
		5.00 07/01/2021	0.00	0.00	PET
106523 FRAZIER MICH.		15.00 07/01/2021	0.00	0.00	PET
106539 FREEDLE MARY		5.00 07/01/2021	0.00	-5.00 07/27/2021	
106599 FREEMAN JERR 106639 FREEZE BENNY		60.00 07/01/2021	0.00	-60.00 12/06/2021	
106639 FREEZE BENNY 106684 FREEZE JAMES		5.00 07/01/2021	0.00	-5.00 07/22/2021	
106684 FREEZE JAMES 106702 FREEZE JOB W		25.00 07/01/2021	0.00	-25.00 07/27/2021	
106710 FREEZE KEITH		10.00 07/01/2021 25.00 07/01/2021	0.00	0.00	PET
106737 FREEZE MURRA		5.00 07/01/2021	0.00	0.00	
106740 FREEZE NYOKA		5.00 07/01/2021	0.00	-5.00 07/21/2021 -5.00 07/21/2021	
106835 FRICK JAMES I		5.00 07/01/2021	0.00	-5.00 09/02/2021	

DEC 22, 2021 11:11 AM

ROWAN CO NC 2021 Paid/Unpaid Pet Fee (Code PET) by Authority Paid Between 07/01/2021 To 12/21/2021

PAGE: 3 TX155NC

Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	Code
100 106920	FROST MICHAEL ANTHONY		5.00 07/01/2021	0.00	-5.00 08/11/2021	PET
106945	FRYE CANDY B		20.00 07/01/2021	0.00	-20.00 07/29/2021	
106974	FRYE JESSE POLGER JR		5.00 07/01/2021	0.00	-5.00 07/29/2021	
206996	FUERTINGER ROBERT E		10.00 07/01/2021	0.00	-10.00 07/28/2021	
107001	FULBRIGHT LARRY D & WF		5.00 07/01/2021	0.00	-5.00 07/16/2021	
107097	FULTON NORMAN T SR	& WF	5.00 07/01/2021	0.00	0.00	PET
107098	FULTON ROBERT R	& WF	10.00 07/02/2021	0.00	0.00	PET
107195	FURR DAVID ALLEN GWF		10.00 07/01/2021	0.00	-10.00 11/23/2021	
107198	FURR DIANE MARLOWE		10.00 07/01/2021	0.00	-10.00 08/30/2021	
107346	GAINEY CHARLES COLEMAN		5.00 07/01/2021	0.00	-5.00 09/09/2021	
107410	GAJUS GINA	<u>&</u>	20.00 07/01/2021	0.00		PET
107455	GALLIMORE WAKA SNIDER		19.00 07/01/2021	0.00	-10.00 07/26/2021	
107498	GALYAN JIMMY F	& WF	30.00 07/01/2021	0.00	-30.00 12/10/2021	
107645	GARDNER JAMES ANDREW		5.00 07/01/2021	0.00	-5.00 07/21/2021	
107752	GARMON TOBY JACK		5.00 07/01/2021	0.00	0.00	PET
107784	GARRETT CATHERINE IRENE		10.00 07/01/2021	0.00	-10.00 07/28/2021	PET
107945	GATTON THOMAS EDWARD JR		5.00 07/01/2021	0.00	0.00	PET
108063	GENTLE RUTH MARIE W COOK		5.00 07/01/2021	0.00	0.00	PET
108102	GEORGE LARRY DAVID		15.00 07/01/2021	0.00	0.00	PET
108190	GHEEN DONALD R	& WF	10.00 07/01/2021	0.00	-10.00 10/08/2021	PET
108324	GILBEAU ADAM MATTHEW		5.00 07/01/2021	0.00	0.00	PET
208475	GILLIS DANIEL DRUE		5.00 07/01/2021	0.00	0.00	PET
108491		& WF	15.00 07/01/2021	0.00	-15.00 11/03/2021	PET
108528	GIUFFRIDA WILLIAM ANTHONY	<u>&</u>	20.00 07/01/2021	0.00	0.00	PET
108536	GIVENS NATHANIEL		10.00 07/01/2021	0.00	-10.00 07/22/2021	PET
108561	GLANN GERALDINE		5.00 07/01/2021	0.00	-5.00 10/05/2021	PET
108772	GODFREY PENNY		5.00 07/01/2021	0.00	0,00	PET
108865	GOKEY NANCY SEBASTIAN		15.00 07/01/2021	0.00	-15.00 08/30/2021	PET
108985	GOODE DEBORAH ANN		45.00 07/01/2021	0.00	-45.00 07/26/2021	PET
109046	GOODMAN BILLIE RAY		5.00 07/01/2021	0.00	-5.00 07/19/2021	PET
109098	GOODMAN DAVID R		5.00 07/01/2021	0.00	0.00	PET
109152	GOODMAN EUNICE F		5.00 07/01/2021	G.00	0.00	PET
109174	GOODMAN GERALD WAYNE		5.00 07/01/2021	0.00	-5.00 07/22/2021	PET
109293	GOODMAN MICHAEL WAYNE		5.00 07/01/2021	0.00		PET
109297	GOODMAN MITCHELL MONROE		20.00 07/01/2021	0.00	-20.00 07/15/2021	
109319		& WF	5.00 07/01/2021	0.00	-5.00 08/05/2021	
109324	GOODMAN RICKY J		5.00 07/01/2021	0.00	-5,00 07/20/2021	
109427 109434	GOODMAN WILEY RAYMER JR		10.00 07/01/2021	0.00	-10.00 07/27/2021	
109554	GOODMAN WILLIAM BOYD		5.00 07/01/2021	0.00	-5.00 12/16/2021	
109590	GOODNIGHT TONY RICHARD GOODSON SHARON RAGAN		5.00 07/01/2021	0.00		PET
109596	GOODWIN DONALD C & WF		10.00 07/01/2021	0.00	-10.00 11/19/2021	
109725	GOULD JOHN D		5.00 07/01/2021	0.00	-5.00 07/29/2021	
109735		& WF	10.00 07/01/2021 10.00 07/01/2021	0.00		PET
109826	GRAHAM CELENA BENFIELD	x #r	5.00 07/01/2021	0.00	-10.00 08/17/2021	
109940	GRAHAM JOHN LEE JR		10.00 07/01/2021	0.00	0.00 -10.00 07/22/2021	PET
110028	GRAHAM ROBERT DEAN		5.00 07/01/2021	0.00	-5.00 08/17/2021	
110052	GRAHAM SANDRA LAKE		20.00 07/01/2021	0.00		PET
110107	GRAHAM WILLIAM MARC		5.00 07/01/2021	0.00	-5.00 07/22/2021	
110167	GRANT JOE ROBERT		5.00 07/01/2021	0.00		PET
110195	GRATHWOHL DAVID K 6	WF	20.00 07/01/2021	0.00	-20.00 07/27/2021	
110246	GRAY JAMES KENNETH JR 8	≥ WF	5.00 07/01/2021	0.00	~5.00 10/13/2021	
110268	GRAY SUE H		5.00 07/01/2021	0.00	-5.00 08/03/2021	
110295		k WF	5.00 07/01/2021	0.00		PET
110353	GREEN KENNETH LEE		5.00 07/01/2021	0.00	-5.00 07/20/2021	
110437		WF	10.00 07/01/2021	0.00		PET
110514	GREER GERALD D	wF	5.00 07/01/2021	0.00		PET
110575	GRENOBLE BRUCE ALEXANDER JR	₹	10.00 07/01/2021	0.00		PET

ROWAN CO NC 2021 Paid/Unpaid Pet Fee (Code PET) by Authority Paid Between 07/01/2021 To 12/21/2021 DEC 22, 2021 11:11 AM PAGE: 4 TX155NC

Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Dat		Paid Amount Paid Date	
100 110677	GRIFFITH THOMAS MICHAEL		5.00 07/01/20		-5.00 08/09/2021	
110716	GRIMES JEFFREY CHARLES		5.00 07/01/20	0.00	-5.00 07/21/2021	1 PET
110733	GRISDALE WILLIAM LEE & WF		10.00 07/01/20	0.00	0.00	PET
110831	GRUBB ROBERT GRAY		5.00 07/01/20	0.00	-5.00 10/08/2021	1 PET
110834	GRUBB ROBERT LEE		5.00 07/01/20	0.00	6.00	PET
110838	GRUBB VICKIE LYNN		5.00 07/01/20	0.00	-5.00 07/27/2021	1 PET
110870	GRUBBS RICKY ANDREW & WF		10.00 07/01/20	0.00	0.00	PET
110962	GUIDA MARIETTA		10.00 07/01/20	0.00	-10.00 19/19/2021	1 PET
111040	GULLETT PENNY CLINE		10.00 07/01/20:	0.00	-10.00 07/16/2021	
111147	GUZZETTI MICHAEL PAUL		10.00 07/01/20	0.00	-10.00 07/28/2021	
111202	HAGADORN WILLIAM JAMES		20.00 07/01/20	0.00	-20.00 12/21/2021	
111229	HAGER GREGORY M &WF		10.00 07/01/20	0.00	0.00	PET
111248	HAGER ROBERT W & WF		5.00 07/01/20		-5.00 07/28/2021	
111258	HAGER TONY C JR &WF		15.00 07/01/20		-15.00 11/04/2021	
111355	HAITHCOCK JAMES F & WF		5.00 07/01/20		-5.00 07/19/2021	
111404	HALL CAMERON BEARD		15.00 07/01/202		0.00	PET
111500	KAYLA HALL		15.00 07/01/202	0.00	-15.00 09/21/2021	
111622	HALL TURNER CORRELL JR		10.00 07/01/202		-10.00 08/23/2021	
111724	HAMILTON DEBORAH BRINGLE		5.00 07/01/202		-5.00 07/26/2021	
111853	HAMMOND CHRISTOPHER KENT & WF		30.00 07/01/202		0.00	PET
111855	HAMMOND HARRY BROADUS & WF		10.00 07/01/20		0.00	PET
121911	HAMPTON JOE KEVIN & WF		10.00 07/01/202		-10.00 07/22/2021	
111992	HAND JAMES A & WF		10.00 07/01/202		0.00	PET
112126	HARDIN CHARLES W & WF		10.00 07/01/20		-10.00 08/27/2021	
112130	HARDIN DAVID A		10.00 07/01/202		0.00	PET
112182	HARDISON JEPFREY LYNN & WF		5.00 07/01/202		-5.00 07/28/2021	
112277	HARKEY CARLTON M & WF		10.00 07/01/202		0.00	PET
112340	HARKEY RUBY S		5.00 07/01/202		-5.00 07/20/2021	
112367	HARMON GARRETT THOMAS		15.00 07/01/202		0.00	PET
112373	HARMON LINDA TREXLER		20.00 07/01/202		-20.00 09/16/2021	
112414	HARRELL JOHNNIE W JR & WF		10.00 07/01/202		0.00	PET
112437	HARRILL RONALD F SR		5.00 07/01/202		-5.00 07/19/2021	
112438	HARRILL RONALD FRANK JR		15.00 07/01/202		0.00	PET
112465	HARRINGTON CONNIE M & WF		20.00 07/01/202		-20.00 07/20/2021	
112591	HARRIS FREDERICK M & WF		5.00 07/01/202		0.00	PET
112616	HARRIS DONNA R		5.00 07/01/202		0.00	PET
112627	HARRIS MARY JANE		5.00 07/01/202		0.00	PET
112647	HARRIS ROGER OBRIAN		10.00 07/01/202		0.00	PET
112690	HARRISON DAVID CLEMENTS		5.00 07/01/202		-5.00 07/22/2021	
112725	HARRISON KATHLEEN ELIZABETH		15.00 07/01/202		0.00	PET
112751	HARRISON ROBERT JOSEPH & WF		20.00 07/01/202		0.00	PET
112810	HARTFORD KATHY SUE HALL		10.00 07/01/202		0.00	PET
112832	HARTLEY DAVID WAYNE & WF		10.00 07/01/202			
112889	HARTMAN VIVIAN JEAN		5.00 07/01/202		-10.00 07/16/2021	
112919	HARTSELL DENNIS RAY & WF		5.00 07/01/202		-5.00 07/27/2021	
112932	HARTSELL JOHN HARRY & WF		10.00 07/01/202		-5.00 08/04/2021	
113024	HARVEY PETER LAWRENCE		5.00 07/01/202		-10.00 07/14/2021	
113054	HARWOOD DANNY JAMES & WF		5.00 07/01/202		-5.00 08/10/2021	
113159	HATHCOCK HELEN LANE		5.00 07/01/202		-5.00 07/29/2021	
113181	HATLEY DONALD EDWARD JR		5.00 07/01/202		0.00	PET
113247	HATTAWAY JULIAN RICHARD		5.00 07/01/202		-5.00 07/28/2021	
113257	HAUGEN VICTOR ROBERT		10.00 07/01/202		0.00	PET
113260	HAUPT JAMES EDGAR JR				-10.00 08/09/2021	
113267	HAUSS JAMES LYNN		5.00 07/01/202		0.00	PET
113280	HAUSSMANN CARL CHRISTIAN		15.00 07/01/202		0.00	PET
113309	HAWKINS JAMES EDGAR		5.00 07/01/202		-5.00 12/13/2021	
113350	HAWKINS TAMMY LLOYD		10.00 07/01/202		0.00	PET
113419	HAYES MILTON GATLIN		15.00 07/01/202 5.00 07/01/202		-15.00 09/23/2021	
				1 0.00	-5.00 07/22/2021	

ROWAN CO NC

	ROWAN CO NC	
DEC 22, 2021	2021 Paid/Unpaid Pet Fee (Code PET) by Authority	PAGE: 5
11:11 AM	Paid Between 07/01/2021 To 12/21/2021	TX155NC

	arcel Id	Owner Name	Property Address	Bill Amount Bill Da		Paid Amount Paid Date Cod	ie
100 1		HAYNES BEVERLY K		15.00 07/01/2	0,00	0.00 PET	r
1	13463	HAYNES JOANNE A		10.00 07/01/2	0.00	0.00 PET	r
1:	13467	HAYNES RANDY ALLEN & WF		5.00 07/01/2	0.00	-5.00 09/29/2021 PET	r
1:	13518	HEAD LINDA M		5.00 07/01/2	1021 0.00	0.00 PET	£
1	1377B	HEILIG GLENN MORRIS JR	& WF	10.00 07/01/2		0.00 PET	
1	13805	REILIG ROBERT NOLAN	&WP	5.00 07/01/2		0.00 PET	
1	13927	HELMS MICHAEL D	& WF	10.00 07/01/2		-10.00 07/22/2021 PET	
11	13935	HELMS PHILLIP SCOTT		5.00 07/01/2		-5.00 07/22/2021 PET	
1:	13983	HENDERSON KEITH MONTGOMERY	ł	10.00 07/01/2		-10,00 08/16/2021 PET	
	13987	HENDERSON KEVIN E		20.00 07/01/2		0.00 PET	
1.	14007	HENDERSON-CURRIN JUDITH		10.00 07/01/2		0.00 PET	
1:	14056	HENDRIX GARLAND WAYNE		5.00 07/01/2		-5.00 08/12/2021 PET	
13	14093	HENLEY MARC FRANKLIN		15.00 07/01/2		-15.00 11/18/2021 PET	
13	14106	HENLINE GEORGE SAMUEL JR		50.00 07/01/2		-50.00 07/26/2021 PET	
1	14115	HENRICKSON SHIRLEY NESBIT		10.00 07/01/2		-10.00 07/22/2021 PET	
13	14132	HENRY MICHAEL LAWRENCE	& WF	10.00 07/01/2		-10.00 07/19/2021 PET	
1:	14189	HERION RONALD TIMOTHY		10.00 07/01/2		-10.00 07/30/2021 PET	
	14352	HESS CHARLES WESLEY		40.00 07/01/2		-40.00 10/21/2021 PET	
	14420		& WF	5.00 07/01/2		-5.00 09/28/2021 PET	
	14478	HIATT BILLY JOE & WF		5.00 07/01/2		0.00 PET	
	14509	HIBBARD DAVID MICHAEL		10.00 07/01/2		-10.00 07/23/2021 PET	
	14738		& WF	20.00 07/01/2		0.00 PET	
	14784	HILL JAMES THOMAS	v	5.00 07/01/2		-5.00 08/23/2021 PET	
	14788	HILL JEFFERY TODD		10.00 07/01/2		0,00 PET	
	14798	HILL JERRY RAY		10.00 07/01/2		-10.00 07/19/2021 PET	
	14815	HILL JOHNNY WILLIAM		10.00 07/01/2		0.00 PET	
	14893	HILL RICKY DALE		15.00 07/01/2		0.00 PET	
	14965	HILLARD MICHAEL TRAVIS		5.00 07/01/2		-5.00 12/17/2021 PET	
	14998	HILTON BETTY G		5.00 07/01/2		-5.00 08/17/2021 PET	
	15101	HINES PAMELA DENISE FAGGAR	PT .	15.00 07/01/2		-15.00 08/17/2021 PET	
	15155	HINSON GLEEN ISAAC	•	10.00 07/01/2		-10.00 07/13/2021 PET	
	15156	HINSON GLEEN ISAAC JR		10.00 07/01/2		-10.00 07/23/2021 PET	
	15166	HINSON JASON LEE		10.00 07/01/2		0.00 PET	
	15212	HINSON SHARON ANN		5.00 07/01/2		0.00 PET	
	15255		& WF	10.00 07/01/2		-10.00 07/16/2021 PET	
	15282	HISKEY MICHAEL E	£WF	5.00 07/01/2		0.00 PET	
12	15323		& WF	5.00 07/01/2		-5.00 07/30/2021 PET	
	15330	HOCHSTETLER TIMOTHY ALLEN		10.00 07/01/2		-10.00 07/28/2021 PET	
11	15411	HODGES EMILY LAUREN		10.00 07/01/2		0.00 PET	
	15478	HOFFMAN DARRYL LOCKE		5.00 07/01/2		0.00 PET	
11	15553	HOFFNER JAMIE DEAN		5.00 07/01/2		-5.00 07/22/2021 PET	
	15579	HOFFNER PEGGY LEACH		5.00 07/01/2		-5.00 08/03/2021 PET	
11	15581		& WF	10.00 07/01/2		-10.00 07/29/2021 PET	
	15743	HOLLAR CLIFTON TODD		15.00 07/01/20		0.00 PET	
11	15762		& WF	10.00 07/01/20		-10.00 07/27/2021 PET	
	15796		& WF	30.00 07/01/20		-30.00 12/06/2021 PET	
11	15876		& WF	5.00 07/01/20		0.00 PET	
	15919	HOLSHOUSER DERBY GENE		10.00 07/01/20		-10.00 08/11/2021 PET	
	15989	HOLSHOUSER MARGARET S		5.00 07/01/20		0.00 PET	
	15999		qu 3	10.00 07/01/20		-10.00 07/16/2021 PET	
	16017	HOLSHOUSER ROBERT ALAN		10.00 07/01/20		-10.00 07/18/2021 PET	
	16020	HOLSHOUSER SARAH SAIN		60.00 07/01/20		-60.00 10/08/2021 PET	
	16105		& WF	5.00 07/01/20		-5.00 08/05/2021 PET	
	16167	HONBARGER JAYE		5.00 07/01/20		-5.00 07/16/2021 PET	
	16194		& WF	5.00 07/01/20		-5.00 07/20/2021 PET	
	16200	HONEYCUTT ASHLEY B & HUS		5.00 07/01/20		0.00 PET	
	16213	HONEYCUTT LINDA D		5.00 07/01/20		-5.00 07/21/2021 PET	
	16423	HOOPER SHIRLEY V		5.00 07/01/20		-5.00 07/15/2021 PET	
				3.00 0.704741		5.00 0., 13, 2021 FD1	

DEC 22, 2021 11:11 AM PAGE: 6 TX155NC Auth Parcel Id Bill Amount Bill Date Adj. Amount Adj. Date Paid Amount Paid Date Code Owner Name Property Address

Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Da	,,,,	Paid Amount Paid Date	
100 116492	HOPKINS JOHNA MORGAN		10.00 07/01/2		0.00	PET
116543	HORD DAVID FLETCHER 111		5.00 07/01/2		0.00	PET
116552	HORN DEBORAH GULLET		5.00 07/01/2		-5.00 12/10/202	
116572	HORNE EDWARD G & WF		10.00 07/01/2		-10.00 07/29/202	
116586	HORNE JOE FRANK		10.00 07/01/2		0.00	PET
116644	HORTON JAMES LEE		10.00 07/01/2		0.00	PET
116764	HOUGHTON KENT LEE		10.00 07/01/2		-10.00 12/17/202	
116926	HOWARD ERIC L & WP		5.00 07/01/2		-5.00 07/23/202	
116975	HOWDEN JAMES M &WF		10.00 07/01/2		-10.00 07/21/2021	
116984	HOWELL BRIAN GORDON		10.00 07/01/2		0.00	PET
117024	HOWELL WILLIAM JAMES & WF		15.00 07/01/2		0.00	PET
117071	HOYT WILLIAM REESE		5.00 07/01/2		-5.00 07/21/2021	
117111	HUBBARD MIKEL SCOTT		5.00 07/01/2		-5.00 09/03/2021	
117167	HUDSON GLENN ENGLISH		15.00 07/01/2		0.00	PET
117171	HUDSON GORDON WILLARD JR		5.00 07/01/2		-5.00 07/16/2023	
117202	HUDSON JOSEPH H & WF		25.00 07/01/2		-25.00 09/23/2021	
117219	HUDSON RICHARD A & WF		5.00 07/01/2		-5.00 07/29/2021	
117229	HUDSON-TOLLES LESLIE ALLEN		15.00 07/01/2		-15.00 07/20/2021	
117405	HUGHES RANDY THOMAS		5.00 07/01/2		-5.00 08/10/2021	
117502	HUNNING RICHARD EARL		10.00 07/01/2		0.00	PET
117580	HUNTER GERALD HAYDEN		5.00 07/01/2		-5.00 08/19/2021	
117676	HURLOCKER TONY JOE SR & WF		5.00 07/01/2		-4.50 07/16/2021	
117706	HUTCHENS CHARLES KENNETH		10.00 07/01/2		0.00	PET
117732	MUTCHINSON JERRY W		5.00 07/01/2	0.00	-5.00 07/29/2021	
117840	ICARD JOHN K & WF		10.00 07/01/2	0.00	-10.00 11/29/2021	PET
117971	INGRAM GEORGE D SR &WF		5.00 07/01/2	0.00	0.00	PET
118136	ISENBERG TIMOTHY D & WF		5.00 07/01/2	021 0.00	0.00	PET
118590	JACKSON MICHAEL		10.00 07/01/2	021 0.00	0.00	PET
118730	JACOBS RONALD LEWIS		5.00 07/01/2	021 0.00	-5.00 07/28/2021	PET
118768	JAHNKE GREGORY JAMES		25.00 07/01/2		0.00	PET
118805	JAMES EDNARD JOHN &WF		10.00 07/01/2		-10.00 12/10/2021	PET
118826	JAMES JERREL EVERETT		5.00 07/01/2		-5.00 07/30/2021	PET
118830	JAMES JIMMY DEWAYNE		5.00 07/01/2		-5.00 07/29/2021	
138903 118993	JANCIC JOHN MICHAEL		10.00 07/01/2		-10.00 07/20/2021	
119090	JARVIS EARLY MAJOR JR &WF		5.00 07/01/2		-5.00 07/13/2021	
119114	JENKINS JONATHAN WAYNE JENKINS TONY L & WF		10.00 07/01/2		-10.00 10/27/2021	
119112	JENKINSON GARY STEVEN & WF		15.00 07/01/2		0.00	PET
119319	JOHNSEN ROBERT H JR & WF		10.00 07/01/2		-10.00 07/20/2021	
119366	JOHNSON BRYAN SCOTT		5.00 07/01/2		-5.00 07/23/2021	
119431	JOHNSON FRANCES H		5.00 07/01/2		-5.00 07/15/2021	
119436	JOHNSON FRANCES JOANNE		15.00 07/01/20 15.00 07/01/20		-15.00 07/22/2021	
119448	JOHNSON GARY MICHAEL & WF		10.00 07/01/20		-15.00 07/30/2021 0.00	PET
119461	JOHNSON GREGORY EARL		30.00 07/01/20		-30.00 07/19/2021	
119517	JOHNSON KATHRYN H &HUS		15.00 07/01/20		-15.00 11/16/2021	
119553	JOHNSON LUTHER DARRELL		15.00 07/01/20		-15.00 09/02/2021	
119768	JOHNSTON ELEANOR		5.00 07/01/20		-5.00 07/16/2021	
119775	JOHNSTON TODD S & WF		10.00 07/01/20		-10.00 07/14/2021	
119923	JONES CAROL SUE		10.00 07/01/2		-10.00 10/20/2021	
120055	JONES JEFFREY BART		5.00 07/01/20		0.00	PET
120092	JONES KENNETH DWAYNE		5.00 07/01/20		0.00	PET
120265	JONES THOMAS C		15.00 07/01/28		0.00	PET
120392	JORDAN NEDDIE LAMAR		5.00 07/01/20		0.00	PET
120396	JORDAN RANDY E		5.00 07/01/20	0.00	0.00	PET
120409	JORDAN TEDDY CARLIN & WF		10.00 07/01/20	0.00	0.00	PET
120473	JOSEY RANDY E & WF		10.00 07/01/20	0.00	0.00	PET
120506	JOYNER MIMI KENT		5.00 07/01/20		0.00	PET
120657	JULIAN JEFFREY DALE		10.00 07/01/20	0.00	0.00	PET

DEC 22, 2021 11:11 AM PAGE: 7 TX155NC

Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date		Paid Amount Paid Date	
100 120658	JULIAN JIMMIE LEE		10.00 07/01/202		-10.00 09/10/2021	
121046	KEEVER JEFFERY MICHAEL		15.00 07/01/202	0.00	0.00	PET
121108	KELLER CHARLES ESTEL		10.00 07/01/202	0.00	0.00	PET
121126	KELLER KENNETH MICHAEL		5.00 07/01/202	1 0,00	-5.00 08/20/2021	PET
121176	KELLY CHARLES ERVIN		15.00 07/01/202	1 0.00	-15.00 09/03/2021	PET
121203	KELLY JAMES JACOB & WF		5.00 07/01/202	1 0.00	-5.00 07/28/2021	PET
121236	KELLY WILLIAM ROBERT SR		5.00 07/01/202	1 0.00	0.00	PET
121248	KEMP BARRY J		30.00 07/01/202	1 0.00	-30.00 09/02/2021	PET
121279	KENDRICK CAROL L		15.00 07/01/202	1 0.00	-15.00 07/28/2021	PET
121301	KENNEDY CHARLES W JR		5.00 07/01/202	1 0.00	-5.00 12/20/2021	PET
121348	KENNEDY TODD E & WF		10.00 07/01/202	1 0.00	-10.00 12/10/2021	
121479	KEPLEY JACK SIMPSON JR		5.00 07/01/202		-5.00 07/30/2021	
121487	KEPLEY JEFFREY LEE		5.00 07/01/202	1 0.00	-5.00 08/03/2021	
121491	KEPLEY JERRY BOYDEN		10.00 07/01/202		-10.00 07/29/2021	
121519	KEPLEY PHILIP R & WF		5.00 07/01/202	0.00	0.00	PET
121539	KEPLEY ROBERT JEFFREY & WF		5.00 07/01/202		0.00	PET
121581	KERLEY BENNIE LAVERNE		10.00 07/01/202	1 0.00	-10.00 07/23/2021	PET
121673	KERSCHNER BRUCE D & WF		5.00 07/01/202		-5.00 08/09/2021	
121674	KERSCHNER SRUCE DAVID		5.00 07/01/202		-5.00 08/09/2021	
121715	KESLER JEREMY MATTHEW		10.00 07/01/202		0.00	PET
121728	KESLER JOHN R TRUSTEE &		30.00 07/01/202		-30.00 07/26/2021	
121734	KESLER KEVIN WAYNE		15.00 07/01/202		-15.00 11/22/2021	
121754	KESLER MITCHELL JACOB SR		10.00 07/01/202		0.00	PET
121610	KESSLER HOWARD TIMOTHY		10.00 07/01/202		-10.00 07/21/2021	
121811	KESSLER JACK RAWLINGS		15.00 07/01/202		0.00	PET
121888	KETCHIE WALTER MARCELLOUS III		10.00 07/01/202		0.00	PET
121972	KEY MICHAEL BRIAN		5.00 07/01/202		-5.00 08/11/2021	
122022	KIDD WINSTON GARY		5.00 07/01/202		-5.00 07/23/2021	
122062	Kligos david james & wf		15.00 07/01/202		0.00	PET
122079	KILPATRICK LEO CRAMER JR		5.00 07/01/202		~5.00 D8/13/2021	
122113	KIMBALL JOHN THOMAS JR & WF		5.00 07/01/202		-5.00 08/04/2021	
122177	KINCAID CHARLES EUGENE		5.00 07/01/202		-5.00 10/26/2021	
122226	KING GRACE OSHIELDS		5.00 07/01/202		0.00	PET
122311	KINLEY EARL SIDNEY		15.00 07/01/202		0.00	PET
122382	KIRK SLLEN Q		10.00 07/01/202		0.00	PET
122383	KIRK ERIC DEAN		5.00 07/01/202		-5.00 12/21/2021	
122408	KIRK LEE ROY JR & WF		25.00 07/01/202		-25.00 09/08/2021	
122450	KIRKMAN JESSE STUART		5.00 07/01/202		-5.00 10/29/2021	
122494	KIRKWOOD ROCHELLE J	640 FGX HOLLOW LN	5.00 07/01/202		-5.00 08/02/2021	
122540	KISSIAH DAVID THAD		5.00 07/01/202		-5.00 12/17/2021	
122652	KLUTTZ BOBBY D & WF		5.00 07/01/202		-5.00 07/28/2021	
122813	KLUTTZ LARRY ALLEN		5.00 07/01/202		-5.00 07/22/2021	
122891	KLUTTZ RONALD STEVE &		5.00 07/01/202		-5.00 07/23/2021	
122916	KLUTTZ WALTER BRYAN JR & WF		15.00 07/01/202		0.00	PET
122922	KLUTTZ WENDELL HAL		10.00 07/01/202		-10.00 07/27/2021	
122932	KLUTTZ WILLIAM WARREN		5.00 07/01/202		0.00	PET
123017	KNOUSE STEPHEN WILLIAM		5.00 07/01/202		-5.00 07/20/2021	
123027	HARRINGTON DEBBIE		5.00 07/01/202		-5.00 09/07/2021	
123138	KOLKEBECK BRUCE & WF		5.00 07/01/202		-5.00 12/03/2021	
123157	KONRAD RICHARD S		5.00 07/01/202			PET
123173	KOONTZ BRIAN MICHAEL		15.00 07/01/202			PET
123195	KOONTZ JIMMY RAY		5.00 07/01/202		-5.00 07/19/2021	
123197	KOONTZ JOHN W & WF		10.00 07/01/202		-10.00 11/19/2021	
123205	KOONTZ JOY ANN LOMAX		5.00 07/01/202		-5.00 08/11/2021	
123235	KOONTZ WAYNE C DR		10.00 07/01/202		-10.00 12/09/2021	
123405	KROTCHKO MARK DANIEL		5.00 07/01/202			PET
123410	KRUCHKOW ALEX DANIEL		5.00 07/01/202		-5.00 07/20/2021	
123441	KUREY RICHARD A		5.00 07/01/202		-5.00 07/20/2021	
			3.00 0.7017202.	. 0.00	-3.00 07/21/2021	, E, 1

PAGE: 8 TX155NC

DEC 22, 2021 11:11 AM

Auth Parcel Id	Owner Name	Property Address	Bill Amount		j. Amount Adj. Date	Paid Amount	Paid Date	Code
100 123480	KYLES CURTIS E & WF		5.00	07/01/2021	0.00	0.00		PET
123493	KYLES LOY D & WF		20.00	07/01/2021	0.00	0.00		PET
123503	KYLES WALTER FIELDING		5.00	07/01/2021	0.00	-5.00	07/19/2021	PET
123577	LACKEY LARRY EUGENE HEIRS		10.00	07/01/2021	0.00	-10.00	07/16/2021	PET
123673	LAMB BRIAN LEE			07/01/2021	0.00		07/30/2021	
123696	LAMB STEPHEN CARL		5.00	07/01/2021	0.00	-5.00	07/22/2021	PET
123740	LAMBERT VICKI K			07/01/2021	0.00	0.00		PET
123750	LAMBERT JAMES CRAIG			07/01/2021	0.00		OB/27/2021	
123798	LAMBERT MARY REBEKAH & HUS			07/01/2021	0.00	0.00		PET
123827	LAMBERT TEENA OVERCASH			07/01/2021	0.00	0.00		PET
123862	LAMOTTE JANET PACE HEIRS			07/01/2021	0.00	0.00		PET
123693	LAND DAVID KENNETH			07/01/2021	0.00		07/22/2021	
124007	LANE SPENCER C JR &WF			07/01/2021	0.00		11/15/2021	
124034	LANE WILLIAM GUY JR			07/01/2021	0.00		07/29/2021	
124105	LANNING STEVEN M			07/01/2021	0.00		07/28/2021	
124153	LASHUA KAREN MARIE			07/01/2021	0.00	0.00		PET
124229	LAW BRENNA MAE			07/01/2021	0.00		08/20/2021	
124246	LAWLOR ERIC JOHN			07/01/2021	0.00		08/31/2021	
124274	LAWS RONNIE LEE			07/01/2021	0.00	0.00		PET
124280	LAWSON CHARLES RICHARD			07/01/2021	0.00		10/07/2021	
124333	LAZINA ROBERT J & WF			07/01/2021	0.00		07/19/2021	
124403	LEACH PERRY A & WF			07/01/2021	0.00		07/14/2021	
124463	LEATHERMAN JOHN F III			07/01/2021	0.00		08/10/2021	
124495	LEAZER CHRISTOPHER ALAN & WF			07/01/2021	0.00		11/16/2021	
124543	LEAZER LEWIS H & WF			07/01/2021	0.00		07/29/2021	
124574	LEAZER TERRY WAYNE			07/01/2021	0.00		09/03/2021	
124575	LEAZER THOMAS R & WF			07/01/2021	0.00		07/23/2021	
124604	LEDEETTER JOYCE MCDONALD			07/01/2021	0.00	0.00		PET
124607	LEDBETTER LISA POOLE			07/01/2021	0.00		11/18/2021	
124665	LEE JODY GLENN			07/01/2021	0.00		07/14/2021	
124668	LEE JONATHAN CRAIG			07/01/2021	D . O G		12/01/2021	
124707	LEE REGINA RENE			07/01/2021	0.00	0.00		PET
124708	LEE RHONDA WALLACE			07/01/2021	0.00		11/16/2021	
124713	LEE SCOTT DEWEY JR			07/01/2021	0.00		12/10/2021	
124778	LEPLER JEFFREY LYNN			07/01/2021	0.00		08/25/2021	PET
124799 124821	LEFLER RICKY JOE LEGGETT MICHAEL ANTHONY			07/01/2021 07/01/2021	0.00	0.00	08/31/2021	
							08/03/2021	
124960 124934	LEMLY DEBORAH B LENTZ GEORGE LOUIS			07/01/2021 07/01/2021	0.00		09/03/2021	
124934	LENTZ GREGORY CHARLES				0.00		09/08/2021	
124989	LEON-GUERRERO ROLAND ANDREW			07/01/2021 07/01/2021	0.00	0.00	09/15/2021	PET
124989	LEONARD DAVID LEE & WF			07/01/2021	0.00		07/28/2021	
125028	LEONARD JAMES CLIFTON			07/01/2021	0.00		09/07/2021	
125077	LEONARD WILLIAM ARRON			07/01/2021	0.00		07/16/2021	
125180	LEWIS CECIL THOMAS JR			07/01/2021	0.00		07/19/2021	
125215	LEWIS KENNETH MILES & W	P		07/01/2021	0.00	0.00	01/29/2021	PET
125330	LINDER KENNETH WAYNE	r		07/01/2021	0.00	0.00		PET
125398	LINER SAMUEL LOY JR			07/01/2021	0.00		08/05/2021	
125550	LINKER JEFFREY MELVIN			07/01/2021	0.00	0.00	00/05/2021	PET
125595	LINN JAMES FRANKLIN & WF			07/01/2021	0.00	0.00		PET
125644	LIPE DAVID LEE			07/01/2021	0.00		07/23/2021	
125674	LIPE RANDY K & WF			07/01/2021	0.00		07/23/2021	
125682	LIPE SAMUEL WAYNE & WF			07/01/2021	0.00		08/27/2021	
125736	LIPPARD WILLIAM JERRY			07/01/2021	0.00	0.00	, ,	PET
125767	LISON MARK THOMAS &			07/01/2021	0.00		07/28/2021	
125888	LITTLE BRUCE M			07/01/2021	0.00	0.00	,	PET
125956	LITTLE TIMOTHY RAY			07/01/2021	0.00	0.00		PET
126030	LIVENGOOD HENRY DALE			07/01/2021	0.00		07/20/2021	
			20.00	,,		20.00	/ ~ ~ **	

ROWAN CO NC 2021 Paid/Unpaid Pet Fee (Code PET) by Authority Paid Between 07/01/2021 To 12/21/2021 DEC 22, 2021 11:11 AM PAGE: 9 TX155NC

Auth Parcel Id	Owner Name	Property Address Bill Amount		nount Adj. Date Paid	Amount F	Paid Date	Code
100 126053	LIVENGOOD JOHN CURTIS & WF	5.00	07/01/2021	0.00	0.00		PET
126063	LIVENGOOD MELVIN NELSON		07/01/2021			07/21/2021	
126092	LIVENGOOD TIMOTHY E		07/01/2021	0.00		08/03/2021	
126095	LIVENGOOD BONNIE		07/01/2021	0.00		07/20/2021	
126158	LLOYD NANCY ELLER		07/01/2021	0.00	0.00		PET
126189	LOCKARD BRANDON HEATH		07/01/2021			12/21/2021	
126240	LOPLIN BILLY JOE		07/01/2021			07/20/2021	
126264	LOFLIN ROBERT L & WF		07/01/2021	0.00	0.00		PET
126378	LOMAX RANDY CHARLES & WF		07/01/2021			07/19/2021	
126388	LOMAX WAYNE HENRY & WF		07/01/2021	0.00	0.00	00 (1 5 (2021	PET
126394	LOMAX WILLIAM LESTER JR & WF		07/01/2021	0.00		08/16/2021	
126403	LOMBARD ROBERT ALLEN		07/01/2021	* * * * *		12/20/2021	PET
126448	LONG FRANK D JR & WF		07/01/2021	0.00	0.00	08/03/2021	
126523	LONG RONALD & WF		07/01/2021	0.00		08/03/2021 09/17/2021	
126767 126784	LOWDER BRENDA BERNHARDT		07/01/2021			12/02/2021	
126 863	LOWDER JACQUELINE CLARK LOWE JOHN THOMAS		07/01/2021 07/01/2021	0.00		12/02/2021 12/03/2021	
126874	LOWE MILTON CALEB		07/01/2021	0.00		09/16/2021	
126885	LOWE RHODNICK B & WF		07/01/2021			07/22/2021 07/22/2021	
126890	LOWE TERESA		07/01/2021	0.00		10/04/2021	
126890			07/01/2021	0.00		10/04/2021 09/23/2021	
	LOWERY JERRY LEE					08/23/2021 08/23/2021	
126957 126996	LOWMAN GERNAL & WF LOWRY BONI BROWN		07/01/2021 07/01/2021	0.00	0.00	00/23/2021	PET
127054	LUCKADOO SHIRLEY R		07/01/2021	0.00	0.00		PET
127059			07/01/2021	0.00		08/13/2021	
127098	LUCKADGO JOSEPH SCOTT LUDWICK THOMAS WILLIAM JR		07/01/2021			00/13/2021 12/08/2021	
127135	LUKASIAK ROBERT ADAM		07/01/2021	0.00		07/16/2021	
127157	LUND STEVEN CHRISTOPHER		07/01/2021	0.00	0.00	07/16/2021	PET
127167	LUNDY RONALD TRACY		07/01/2021	0.00	0.00		PET
127274	LYERLY FERRELL M & WF		07/01/2021	0.00		10/08/2021	
127430	LYNCH CARL EDWARD		07/01/2021			07/30/2021	
127513	MABE LEON DALE		07/01/2021			07/20/2021	
127542	MACE MICHAEL DAVID		07/01/2021	0.00	0.00	.,, . ., .	PET
127614	MADDEN JAMES EDDY II		07/01/2021	0.00	0.00		PET
127675	MAHAFFEY PHILLIP LEE		07/01/2021	0.00	0.00		PET
127737	MAIN RONALD EDWARD & WF		07/01/2021	0.00	0.00		PET
127806	MALPASS HOWARD CHARLES JR		07/01/2021	0.00		09/24/2021	PET
127813	MANCERA CARLOS MORALES & WF		07/01/2021	0.00	0.00		PET
127830	MANERS LARRY HERBERT & WF		07/01/2021	0.00	-10.00 (07/21/2021	PET
127632	MANERS RUTH AYERS	10.00	07/01/2021	0.00	-10.00 (07/20/2021	PET
128012	MARLOW DOROTHY G	5.00	07/01/2021	0.00	-5.00 f	07/21/2021	PET
128022	MARLOW PHYLLIS JENKINS	5.00	07/01/2021	0.00	-5.00 C	07/16/2021	PET
128105	MARSH KEVIN DALE	10.00	07/01/2021	0.00	0.00		PET
128111	MARSH RONALD E & WF	5.00	07/01/2021	0.00	0.00		PET
128114	Marshall alan ray & wf	10.00	07/01/2021	0.00	-10.00 C	07/23/2021	PET
128158	MARTIN BENJAMIN C & WF	40.00	07/01/2021	0.00	0.00		PET
128171	MARTIN BRENDA RITCHIE	5.00	07/01/2021	0.00	-5.00 0	09/08/2021	PET
128306	MARTIN MALCOLM D & WF	10.00	07/01/2021	0.00	-10.00 (08/18/2021	PET
128321	MARTIN MARK JACOB	10.00	07/01/2021	0.00	0.00		PET
128362	MARTIN RICHARD W &WF		07/01/2021			07/28/2021	
128488	MARTINO NANCY SMITH		07/01/2021			07/30/2021	
128588	MAST DONALD LYNN		07/01/2021	0.00		10/05/2021	
128696	MATTHEWS JESSE WILLIAM JR		07/01/2021	0.00	0.00		PET
128708	MATTHEWS RICKY L &		07/01/2021	0.00	0.00		PET
128741	MAULDIN JAMES DOYLE		07/01/2021	0.00		08/27/2021	
128743	MAULDIN JAMES TODD		07/01/2021	0.00	0.00		PET
128792	MAXEY THOMAS R & WF		07/01/2021			08/11/2021	
128802	MAXWELL TERRY LEE & WF	10.00	07/01/2021	0.00	-10.00 0	07/16/2021	. PET

ROWAN CO NC

DEC 22, 2021 2021 Paid/Unpaid Pet Fee (Code PET) by Authority PAGE: 10
11:11 AM Paid Between 07/01/2021 To 12/21/2021 TX155NC

Auth Parcel Id	Owner Name	Property Address	Bill Amount		Adj. Amount Adj. Date	Paid Amount Paid Date	Cod
100 128827	MAYBERRY MONTE BRENT & WF			07/01/2021	0.00	0.00	PET
128856	MAYHEW KAREN SHAVER		5.00	07/01/2021	0.00	-5.00 11/23/2021	1 PET
128912	MCBRIDE SHARON A		10.00	07/01/2021	0.00	0.00	PET
128927	MCCACHREN JON HOYT & WF		5.00	07/01/2021	0.00	0.00	PET
128945	MCCALL JAMES W		5.00	07/01/2021	0.00	-5.00 07/21/2021	1 PET
129001	MCCLAIN DONALD W & WF		5.00	07/01/2021	0.00	-5.00 07/21/2021	1 PET
129133	MCCOMBS CONNIB		5.00	07/01/2021	0.00	0.00	PET
129164	MCCONNELL JASON ANDREW		10.00	07/01/2021	0.00	-10.00 07/26/2021	1 PET
129165	MCCONNELL JOHN STANLEY &WP		15.00	07/01/2021	0.00	0.00	PET
129671	MCGALLIARD ROBERT TONY & WF		10.00	07/01/2021	0.00	-10.00 07/22/2021	1 PET
129676	MCGEE CARLOS RAY JR		10.00	07/01/2021	0.00	-10.00 12/08/2021	1 PET
129745	MCGRAW JOSEPH W & WF		10.00	07/01/2021	0.00	0.00	PET
129794	MCGUNIGAL MICHAEL M			07/01/2021	0.00	-15.00 09/03/2021	
129832	MCINTOSH BILLY R		60.00	07/01/2021	0.00	-60.00 09/23/2021	1 PET
129838	MCINTOSH BRENDA		5.00	07/01/2021	0.00	-5.00 08/12/2023	1 PET
129862	MCINTYRE DONALD RAY & WF		15.00	07/01/2021	0.00	-15.00 08/11/2021	1 PET
129867	MCINTYRE HERMAN L			07/01/2021	0.00	-5.00 07/30/2021	
129898	MCKEE MICHAEL MADISON			07/01/2021	0.00	-5.00 07/20/2021	
130007	MCKINNEY TAMMY LEA			07/01/2021	0.00	0.00	PET
130158	MCMILLION MELINDA MARIE			07/01/2021	0.00	-10.00 12/02/2021	
130184	MCNEELY BRYAN SCOTT			07/01/2021	0.00	-5.00 07/29/2021	
130197	MCNESLY GREGORY L &WF			07/01/2021	0.00	0.00	PET
130253	MCPHERSON JOE CULLEN			07/01/2021	0.00	-10.00 08/09/2021	
130301	MEACHAM DUSTIN JAMES			07/01/2021	0.00	-5.00 08/09/2021	
130492	MEISMER MEGAN LYNN			07/01/2022	0.00	-5.00 07/28/2021	
130528	MELLONE VINCENT FRANK JR			07/01/2021	0,00	-5.00 07/20/2021	
130567	MELTON ROBERT MORRIS JR &WF			07/01/2021	0.00	-5.00 12/13/2021	
130636	MENG WILLIAM MURPHY			07/01/2021	0.00	-20.00 07/21/2021	
130655	MENIUS LARRY D & WF			07/01/2021	0.00	-5.00 10/04/2021	
130657	MENIUS LEE ALAN			07/01/2021	0.00	-10.00 08/03/2021	
130795	MERRITT SHANE MARCELLE			07/01/2021	0.00	-5.00 07/21/2021	
130815	MESIEMORE JAMES R			07/01/2021	0.00	0.00	PET
130817	MESIMER ALEX GILBERT			07/01/2021	0.00	-20.00 07/27/2021	
130833	MESIMER PHILLIP MARK			07/01/2021	0.00	0.00	PET
130902	METCALF JEFFREY S &WF			07/01/2021	0.00	-10.00 08/02/2021	
130936	MEZUK PAMELA D			07/01/2021	0.00	-10.00 07/20/2021	
131001	MIDDLETON JACKIE HOWARD			07/01/2021	0.00	-5.00 07/22/2021	
131024	MILAM CAROLYN ALTMAN			07/01/2021	0.00	-10.00 08/04/2021	
131139	MILLER BRADLEY RAY			07/01/2021	0.00	0.00	PET
131154	MILLER BRUCE LEE & WF			07/01/2021	0.00	0.00	PET
131250	MILLER RUBY C			07/01/2021	0.00	0.00	PET
131303	MILLER DAVID VANCE			07/01/2021	0.00	-10.00 07/22/2021	
131320	MILLER DONNA C			07/01/2021	0.00	-25.00 07/16/2021	
131336	MILLER JANET CAPPS			07/01/2021	0.00	0.00	PET
131366 131414	MILLER FAW JR MILLER HENRY FRANKLIN & WF			07/01/2021	0.00	0.00 -5.00 09/07/2021	
131454				07/01/2021	0.00	0.00	PET
131466	MILLER JAMES MICHAEL HEIRS			07/01/2021	0.00	-10.00 09/09/2021	
131513	MILLER JEFFREY COLLINS MILLER JOHN K & WF			07/01/2021	0.00	-10.00 03/03/2021	
131513					0.00	-15.00 08/23/2021	
131557	MILLER JOSEPH W & WF MILLER KENNETH RAY &WF			07/01/2021	0.00	-15.00 08/23/2021 -5.00 09/20/2021	
131557	MILLER MICHAEL E & WF			07/01/2021	0.00	0.00	PET
131762	MILLER RONNY EUGENE			07/01/2021	0.00	0.00	PET
131762	MILLER RONNY EOGENE MILLER TEDDY ALBERT				0.00	-20.00 09/14/2021	
				07/01/2021		-20.00 09/14/2021	PET
131893 131941	MILLS GARY W & WF MILLS LONNIE EDGAR JR			07/01/2021	0.00	0.00 -5.00 08/03/2021	
111247				07/01/2021			
132003	MILSTEAD PAMELA JOYCE		15 60	07/01/2021	0.00	-35.00 07/20/2021	

		ROWAN CO NC		PAGE 11
DEC 22, 2021 11:11 AM		2021 Paid/Unpaid Pet Fee (Code PET) by Authority Paid Between 07/01/2021 To 12/21/2021		PAGE: 11 TX155NC
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Auth Parcel Id	Owner Name Property	Address Bill Amount Bili Date	Adj. Amount Adj. Date	Paid Amount Paid Date Code
100 132089	MISENHEIMER DON STEVEN & WF	15.00 07/01/2021	0.00	-15.00 07/23/2021 PET
132101	MISENHEIMER GEORGE LEONARD	5.00 07/01/2021	0.00	~5.00 07/19/2021 PET
132160	MISENHEIMER RODNEY B & WF	5.00 07/01/2021	0.00	0.00 PET
132303	MITCHELL ROBERT DALE	15.00 07/01/2021	0.00	0.00 PET
132442	MONAHAN DANIEL E & WF	10.00 07/01/2021	0.00	-10.00 09/08/2021 PET
132458	MONNELL SHERRIE ROWELL	10.00 07/01/2021	0.00	0.00 PET
132459	MONNICH THEODORE F & WF	10.00 07/01/2021	0.00	-10.00 07/20/2021 PET
132465	MONROE BRENT LEWIS	10.00 07/01/2021	0.00	-10.00 07/19/2021 PET
132612	MCORE BEN HARVEY	10.00 07/01/2021	0.00	-10.00 11/18/2021 PET
132662	MOORE CLARK SHANNON & WF	15.00 07/01/2021	0.00	0.00 PET
132691	MOORE DAVID LEE & WF	25.00 07/01/2021	0.00	-25.00 08/20/2021 PET
132733	MOORE GARRETT ALAN	10.00 07/01/2021	0.00	-10.00 11/18/2021 PET 0.00 PET
132734	MOORE GARRETT KERR	5.00 07/01/2021	0.00	-5.00 10/19/2021 PET
132764 132787	MOORE JACKY RBEVES MGORE JEFFREY ALLEN	5.00 07/01/2021 5.00 07/01/2021	0.00	-5.00 10/19/2021 PET
132824	MOORE KATHY HICKMAN	10.00 07/01/2021	0.00	-10.00 09/20/2021 PET
132862	MOORE MICHAEL TODD	15.00 07/01/2021	0.00	-15.00 08/05/2021 PET
132878	MOORE PATRICIA LEIGH	10.00 07/01/2021	0.00	G.OO PET
132889	MOORE RALPH EUGENE	10.00 07/01/2021	0.00	-10.00 07/21/2021 PET
132913	MOORE ROBERT GENE AWF	30.00 07/01/2021	0.00	0.00 PET
132917	MOORE ROBERT MICHAEL SR	25.00 07/01/2021	0.00	-25.00 11/03/2021 PET
232931	MOORE SHERRY PHILLIPS	10.00 07/01/2021	0.00	-10.00 07/26/2021 PET
132973	MOORE TODD WHITE	15.00 07/01/2021	0.00	-15.00 08/05/2021 PET
133093	MOOSE LEONARD JAMES	5.00 07/01/2021	0.00	-S.00 09/21/2021 PET
133141	MORAN SALAZAR SANTA JESSICA	5.00 07/01/2021	0.00	-5.00 07/19/2021 PET
133182	MORGAN ARNOLD DWIGHT & WF	10.00 07/01/2021	0.00	-10.00 08/03/2021 PET
133238	MORGAN CHRIS EUGENE	5.00 07/01/2021	0.00	0.00 PET
133323	MORGAN HARRY EDWARD JR & WF	5.00 07/01/2021	0.00	0.90 PET
133342	MORGAN JAMES ALLEN & WF	5.00 07/01/2021	0.00	-5.00 07/19/2021 PET
133377	MORGAN JERRY WAYNE	20.00 07/01/2021	0.00	0.00 PET
133395	MORGAN JOHN HOWARD	5.00 07/01/2021	0.00	-5.00 07/30/2021 PET
133490	MORGAN MICHAEL LYNN	20.00 07/01/2021	0.00	-20.00 12/21/2021 PET 0.00 PET
133516 133531	MORGAN PAUL WADE	20.00 07/01/2021	0.00	0.00 PET
133532	MORGAN RICKIE ALEXANDER MORGAN RICKY GENE	5.00 07/01/2021 10.00 07/01/2021	0.00	-10.00 09/13/2021 PET
133584	MORGAN TOBIAS J JR & WF	5.00 07/01/2021	0.00	0.00 PET
133635	MORRIS BILLY EUGENE	5.00 07/01/2021	0.00	-5.00 07/28/2021 PET
133689	HOLDER LANA KAY	40.00 07/01/2021	0.00	0.00 PET
133717	MORRIS JOHN DAVID	5.00 07/01/2021	0.00	-5.00 11/30/2021 PET
133728	MORRIS KEVIN BRADLEY	5.00 07/01/2021	0.00	0.00 PET
133771	MORRIS ROBERT WILEY	5.00 07/01/2021	0.00	0.00 PET
133785	MCRRIS SANDRA SUE	10.00 07/01/2021	0.00	-10.00 07/21/2021 PET
133787	MORRIS SHARI LEIGH	10.00 07/01/2021	0.00	0.00 PET
133818	MORRIS TIMOTHY EUGENE	20.00 07/01/2021	0.00	0.00 PET
133896	MORRISON DONALD RAY	10.00 07/01/2021	0.00	-10.00 12/03/2021 PET
133922	MORRISON MARSHA ANN STIREWALT	10.00 07/01/2021	0.00	0.00 PET
133967	MORROW CLINTON ARTHUR JR	5.00 07/01/2021	0.00	-5.00 08/03/2021 PET
133973	MORROW DAVID W	15.00 07/01/2021	0.00	0.00 PET
134000	MORROW WILLIAM TERRY	10.00 07/01/2021	0.00	-10.00 07/29/2021 PET
134117	MOSS DONNIE LEE	10.00 07/01/2021	0.00	-10.00 07/21/2021 PET -10.00 12/17/2021 PET
134271	MOWERY ANITA CASPER	10.00 07/01/2021	0.00	
134363 134416	MULL JULIE MAINESS MULLIS JEREMY WES	10.00 07/01/2021 5.00 07/01/2021	0.00	-10.00 07/26/2021 PET -5.00 07/27/2021 PET
134415	MULLIS DEREMY WES MULLIS NANCY SIMPSON	5.00 07/01/2021	0.00	0.00 PET
134425	MULLIS ROSE H	10.00 07/01/2021	0.00	-10.00 09/16/2021 PET
134479	MURDOCH HAYNES CARPENTER	15.00 07/01/2021	0.00	0.00 PET
134499	MURILLO ALICIA	5.00 07/01/2021	0.00	-5.00 11/16/2021 PET
134509	MURPH BRODUS F JR & WF	5.00 07/01/2021	0.00	-5.00 08/10/2021 PET
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DEC 22, 2021 11:11 AM			ROWAN CO NC d Pet Fee (Code PET) by Authority 1 07/01/2021 To 12/21/2021		PAGE:	: 12 PX155NC
Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	
100 134526	MURPH STEVEN &	& WF	30.00 07/01/2021	0.00	0.00	PET
134584	MURRAY DONALD LANE		5.00 07/01/2021	0.00	-5.00 07/21/2021	PET
134603	MUSCARELLA ANTHONY JOHN	& WF	10.00 07/01/2021	0.00	-10.00 07/20/2021	
134632	MUSSELWHITE HARVEY LEE		10.00 07/01/2021	0.00	-10.00 07/15/2021	
134669	MYERS BARRY M	& WF	10.00 07/01/2021	0.00	-10.00 07/16/2021	
134731	MYERS GILBERT RAY JR		5.00 07/01/2021	0.60	-5.00 07/27/2021	
134751 134819	MYERS JENNIFER LOWMAN		10.00 07/01/2021	0.00	0.00	PET
134819	MYERS NELSON BROWN MYERS RONALD W	& WF	5.00 07/01/2021	0.00	-5.00 07/19/2021	
134901	MYRICK BARBARA W	α Wr	10.00 07/01/2021 5.00 07/01/2021	0.00	-10.00 10/06/2021 -5.00 07/28/2021	
134911	MYRICK KATRINA SMITH		5.00 07/01/2021	0.00	-5.00 07/26/2021	
134932	NAIL DANNY W		5.00 07/01/2021	0.00	-5.00 07/29/2021	
134984	NANCE FRANK GENE		10.00 07/01/2021	0.00	-10.00 07/29/2021	
135257	NEELY TRACY BERRY		10.00 07/01/2021	0.00	-10.00 07/16/2021	
135261	NEIGEL DENNIS V	& WF	5.00 07/01/2021	0.00	0.00	PET
135268	NEITH GARY NATHNIEL		10.00 07/01/2021	0.00	0.00	PET
135303	NELSON MYRON SEITH		15.00 07/01/2021	0,00	0.00	PET
135310	NELSON VAUGHN PAUL		10.00 07/01/2021	0.00	-10.00 08/20/2021	
135337	NESBITT CHRIS R	&WF	5.00 07/01/2021	0.00	-5.00 08/02/2021	PET
135368	NETTLES CHARLES DOUGLAS		10.00 07/01/2021	0.00	-10.00 11/03/2021	PET
135430	NEWMAN WILLIAM A	& WF	5.00 07/01/2021	0.00	-5.00 07/29/2021	PET
235437	NEWSOM LISA KIRSCHNER		10.00 07/01/2021	0.00	-10.00 12/13/2021	PET
135454	NEWTON DAVID LEE		5.00 07/01/2021	0.00	-5.00 07/21/2021	. PET
135588	NICHOLS ROBERT L	& WF	5.00 07/01/2021	0.00	-5.00 09/02/2021	PET
135620	NICHOLSON JOHN CRAIG		10.00 07/01/2021	0.00	0.00	PET
135699	NOBLITT SHIRLEY L		5.00 07/01/2021	0.00	0.00	PET
135732	NOLT KENNETH JAY		15.00 07/01/2021	0.00	0.00	PET
135844	NORTON DAVID S	& WF	10.00 07/01/2021	0.00	-10.00 07/28/2021	
135864	NORVELL EDWARD PROCTOR	& WF	15.00 07/01/2021	0.00	-15.00 07/23/2021	
135901	NOYES STEVE ELLERY SWF		5.00 07/01/2021	0.00	-5.00 12/20/2021	
136032 136219	OBRIEN TIMOTHY DARREN OLIPHANT MELISSA WOOD		5.00 07/01/2021	0.00	-5.00 08/05/2021	
136231	OLIPHANT STEVEN BILLY SK		10.00 07/01/2021 5.00 07/01/2021	0.00 0.00	-10.00 07/30/2021 -5.00 07/16/2021	
136303	OLSON ERIC OLGAR		5.00 07/01/2021	0.00	-5.00 07/16/2021	
136483	OSBORNE DONALD LEE	€₩F	30.00 07/01/2021	0.00	-30.00 07/29/2021	
136490	OSBORNE GROVER S	& WF	10.00 07/01/2021	0.00	-10.00 08/30/2021	
136587	OUTLAW WANDA		5.00 07/01/2021	0.00	-5.00 09/17/2021	
136641	OVERCASH CHASE CRAWFORD		5.00 07/01/2021	0.00	-5.00 07/27/2021	
136675	OVERCASH DAVID MITCHEL		5.00 07/01/2021	0.00	-5.00 OB/03/2021	
136692	OVERCASH DWIGHT ALEXANDER	II	10.00 07/01/2021	0.00	0.00	PET
136712	OVERCASH FRED J II	& WP	5.00 07/01/2021	0.00	0.00	PET
136723	OVERCASH GLENDA SIDES		5.00 07/01/2021	0.00	0.00	PET
136862	OVERCASH TERRY D	& WF	10.00 07/01/2021	0.00	-10.00 09/22/2021	PET
136909	OVERMAN DELANO EUGENE JR		5.00 07/01/2021	0.00	0.00	PET
136925	OVERMAN RICHARD DWIGHT JR		5.00 07/01/2021	0.00	-5.00 07/15/2021	
136954	OWEN JAMES EARL JR		5.00 07/01/2021	0.00	-5.00 08/17/2021	
136982	OWEN RYAN M		15.00 07/01/2021	0.00	-15.00 11/16/2021	
137029	OWENS DAVID LEON	& WF	35.00 07/01/2021	0.00	-35.00 07/30/2021	
137077	OWENS TAMMY LYNN	* NT	5.00 07/01/2021	0.00	0.00	PET
137082 137163	OWENS WILLIAM E PAFFRATH THOMAS M & WF	& WF	10.00 07/01/2021	0.00	0.00	PET
137163	PAGE JOHN DANIEL	r Me	5.00 07/01/2021	0.00	-5.00 07/27/2021	
137417	PARK ALVIN ROSS	& WF	35.00 07/01/2021	0.00	-35.00 07/26/2021	
137550	PARKER KEVIN LYNN		\$.00 07/01/2021 10.00 07/01/2021	0.00	-5.00 08/17/2021 0.00	PET
137569	PARKER MICHAEL LESLIE		10.00 07/01/2021	0.00	-10.00 12/20/2021	
137620	PARKER WALTER ALAN &		5.00 07/01/2021	0.00	0.00	PET
137625	PARKER WENDELL FRANK II		10.00 07/01/2021	0.00	0.00	PET
137636	PARKS BARRY WAYNE		20.00 07/01/2021	0.00	0.00	PET
			20.00 0.,01/2021			

Bill Amount Bill Date

15.00 07/01/2021 15.00 07/01/2021

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Adj. Amount Adj. Date

Property Address

DEC 22, 2021 11:11 AM

Auth Parcel Id

140052

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140569

POLING SANDRA TALLENT

POOLE JAMES RODNEY JR &WF

POOLE JOE DEARL POOLE JOE DOUGLAS & WF

POOLE DANIEL ERIC

POST DEBORAH ANN POTEAT JAMES EDWARD

POTTS BRADLEY PIERCE

Owner Name

100 137760 PARRISH FRANKLIN L 5.00 07/01/2021 -5.00 08/09/2021 PET 137793 PARSON JAMES WAYNE 15.00 07/01/2021 0.00 -15.00 09/30/2021 PET 5.00 07/01/2021 15.00 07/01/2021 137853 PATE BRENDA H 0.00 -5.00 07/19/2021 PET 137860 PATE ROBERT LEE III 0.00 -15.00 07/21/2021 PET 15.00 07/01/2021 15.00 07/01/2021 -15.00 07/20/2021 PET -15.00 07/16/2021 PET 137930 PATTERSON DOUGLAS KENT 0.00 PATTERSON GUY WERTZ JR 0.00 137954 PATTERSON HUGH C HEIRS 5.00 07/01/2021 5.00 07/01/2021 -5.00 11/12/2021 PET 0.00 PET 0.00 PATTERSON RANDALL G PATTERSON THOMAS RUFTY JR 138013 0.00 138034 -10.00 07/21/2021 PET 10.00 07/01/2021 0.00 5.00 07/01/2021 10.00 07/01/2021 -5.00 09/16/2021 PET -10.00 07/21/2021 PET 138047 PATTERSON WINFRED FLOYD PATTON JUDY CHILDRESS 0.00 10.00 07/01/2021 5.00 07/01/2021 -10.00 07/30/2021 PET -5.00 11/16/2021 PET 138079 PATTON RANDY SCOTT 0.00 138127 PAYNE CATHY G 0.00 138143 PAYNE KEITH L 10.00 07/01/2021 0.00 -10.00 07/22/2021 PET PEACOCK BRENDA H PECORA WALTER 138203 5.00 07/01/2021 0.00 &WF 10.00 07/01/2021 0.00 0.00 PET 5.00 07/01/2021 10.00 07/01/2021 -5.00 08/11/2021 PET -10.00 07/27/2021 PET 138292 PEDRO JOHN E 0.00 PEELER DEBORAH ANN 0.00 0.00 138468 PEELER TONY DALE JR 10 00 07/01/2023 0 00 138469 PEELER TONY KAY 10.00 07/01/2021 0.00 PET PEGRAM WAYNE PINKEY 138507 5.00 07/01/2021 0.00 -5.00 07/30/2021 PET PENCE DUSTIN RYAN PENINGER WILLIAM KEITH 5.00 07/01/2021 5.00 07/01/2021 138523 0.00 -5.00 07/27/2021 PET 138586 0.00 0.00 PET 138594 PENLEY JESSIE WINSTON 5.00 07/01/2021 0.00 0.00 PET 5.00 07/01/2021 0.00 0.00 -10.00 07/14/2021 PET 138882 PERRY THOMAS M 10.00 07/01/2021 0.00 PETHERICK RICHARD B & WF PHELPS MILDRED D 139036 5.00 07/01/2021 0.00 -5.00 12/21/2021 PET 139168 5.00 07/01/2021 0.00 -5.00 07/20/2021 PET 139191 PHIFER BILLY EDWARD 5.00 07/01/2021 20.00 07/01/2021 0.00 PET -20.00 11/10/2021 PET PHIFER PAUL MICHAEL 0.00 PET 139247 PHILLIPS COLETTE MARIE 20.00 07/01/2021 0.00 0.00 PHILLIPS GARY L &WF PHILLIPS JAMES DENNIS 139281 15.00 07/01/2021 0.00 0.00 139317 -5.00 10/05/2021 PET 5.00 07/01/2021 0.00 5.00 07/01/2021 5.00 07/01/2021 139395 PHILLIPS TERRY L 0.00 -5.00 08/10/2021 PET PICKLER MATTHEW SHUFORD 0.00 0.00 PET 139460 PICKLER PAUL L & WF 5 00 07/01/2021 0.00 0.00 139503 PIERCE DOUGLAS LEE SR PITTMAN LUKE LEROY 10.00 07/01/2021 0.00 -10.00 10/01/2021 PET 139724 5.00 07/01/2021 0.00 0.00 PET 5.00 07/01/2021 10.00 07/01/2021 139729 PITTMAN BOY LER 0.00 -5.00 07/29/2021 PET 139735 PITTMAN TIMOTHY WAYNE 0.00 0.00 -25.00 08/04/2021 PET 25.00 07/01/2021 5.00 07/01/2021 139889 PLESS CARL DANIEL JR 0.00 139904 PLESS JERRY LEE 0.00 0.00 PET 139918 PLESS PHILLIP A 5.00 07/01/2021 0.00 0.0 рят 139930 PLESS VAN STEVEN -80.00 10/26/2021 PET PLETCHER MATTHEW M 139933 5.00 07/01/2021 0.00 -5.00 08/17/2021 PET 139967 PLUMMER ALAN DALE 5.00 07/01/2021 0.00 -5.00 12/10/2021 PET 139970 PLUMMER BOBBY LEE 10.00 07/01/2021 0.00 0.00 PET 139984 PLUMMER MAURICE STEPHEN 5.00 07/01/2021 0.00 -5.00 07/13/2021 PET 140036 POGSON MERLIN JOSEPH POLCE ANTONIO SALVADORE 20.00 07/01/2021 -20.00 09/14/2021 PET 0.00 140047 PET 5.00 07/01/2021 0.00 0.00

TX155NC

Paid Amount Paid Date Code

-15.00 07/20/2021 PET

0.00 PET -10.00 08/03/2021 PET

-10.00 08/30/2021 PET

-5.00 07/16/2021 PET

PET

0.00

DEC 22, 2021 11:11 AM PAGE: 14 TX155NC

Auth Parcel 1d	Owner Name	Property Address	Sill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	Code
100 140572	POTTS ELEANOR ELAINE		5.00 07/01/2021	0.00	-5.00 10/04/2021	PET
140660	POWELL KATHY RUTH		5.00 07/01/2021	0.00	-5.00 08/12/2021	PET
140680	POWELL PAUL CHRISTOPHER		15.00 07/01/2021	0.00		PET
140783	POWLAS JOE MILTON		5.00 07/01/2021	0.00	0.00	PET
140842	PRESLAR ROBERT DAVID		5.00 07/01/2021	0.00		PET
140935	PRICE DANLEY & WF		20.00 07/01/2021	0.00	-20.00 D8/27/2021 D	
140981	PRICE RONALD GENE		10.00 07/01/2021	0.00	-10.00 07/15/2021	
140985	PRICE STUART DOUGLAS		15.00 07/01/2021	0.00		PET
141003	BROWN KAREN T		10.00 07/01/2021	0.00		PET
141005	PRIDMORE MARTIN KEVIN		5.00 07/01/2021	0.00		PET
141045	PROCTOR LAUREL ANN		20.00 07/01/2021	0.00		PET
141052	PROFITT DAVID DUANE		5.00 07/01/2021	0.00	0.00	PET
141075	PROPST FRED EUGENE		5.00 07/01/2021	0.00	-5.00 07/29/2021 1	
141099	PROPST JANET TRAVIS		5.00 07/01/2021	0.00	-5.00 07/20/2021	
141100	PROPST JESSE LEE		15.00 07/01/2021	0.00	-15.00 07/14/2021	
141129	PROPST WILLIAM HYAMUS		5.00 07/01/2021	0.00	-5.00 07/16/2021	
141147	PROWKER MATTHEW SCOTT		10.00 07/01/2021	0.00	The state of the s	PET
141186	PRUITT JOHN CRAWLEY	k WF	10.00 07/01/2021	0.00	-10.00 08/24/2021 1	
141208	PRYOR MICHAEL BARRETT		20.00 07/01/2021	0.00	-20.00 07/20/2021 1	
141255	PULLEN LLOYD MARTIN	& WF	35.00 07/01/2021	0.00	-35,00 12/17/2021 1	
141269	PULLIUM MARK WILLIAM		10.00 07/01/2021	0.00		PET
141292	PURSER LLOYD ANDERSON		5.00 07/01/2021	0.00		PET
141293	PURSER LLOYD E	& WF	10.00 07/01/2021	0.00	-10.00 07/21/2021 8	
141429	QUIJADA ALEXANDER OMAR		20.00 07/01/2021	0.00		PET
141486	RABON BILLY WAYNE 8	r ma	10.00 07/01/2021	0.00		PET
141516	RABON JIMMY BEN		5.00 07/01/2021	0.00		PET
341555	RABON MICHAEL SHANE		5.00 07/01/2021	0.00		PET
141631	RAFFALDT ROY L JR		15.00 07/01/2021	0.00		PET
141646	RAGAN OTIS LEE JR		5.00 07/01/2021	0.00	-5.00 07/16/2021 E	
141816	RAMSEY GARY WAYNE &WF		5.00 07/01/2021	0.00		PET
141879	RANDALL RODNEY JAMES		10.00 07/01/2021	0.00		PET
141898	RANDOLPH JOHN ROBERT	& WF	30.00 07/01/2021	0.00	-30.00 08/02/2021 8	
142017	RAPER KAREN LYNN		15.00 07/01/2021	0.00		PET
142068	RATLEDGE CHRISTOPHER		15.00 07/01/2021	0.00	-15.00 07/23/2021 F	PET
142075	RATLEDGE HENRY ARTHUR		5.00 07/01/2021	0.00	-5.00 07/29/2021 F	
142077	RATLEDGE PHYLLIS ANN		10.00 07/01/2021	0.00	-10.00 07/21/2021 F	
142078	RATLEDGE SHARON G		5.00 07/01/2021	0.00	-5.00 08/17/2021 F	
142079	RATLIFF CAROLYN MARIE		10.00 07/01/2021	0.00	-10.00 08/05/2021 F	PET
142108	RAUCH SHAWN DANIEL		5.00 07/01/2021	0.00		PET
142142	RAYFIELD LOIS FAYNELL		15.00 07/01/2021	0.00	-15.00 07/29/2021 P	PET
142166	RAYMER PAUL D	& WF	10.00 07/01/2021	0.00	0.00 F	PET
142173	RAYMOND DEBRAS &	HUS	15.00 07/01/2021	0.00	-15.00 09/01/2021 P	PET
142281	REAVIS LONNIE J		5.00 07/01/2021	0.00	0.00 P	PET
142335	REDDEN THOMAS H	& WF	5.00 07/01/2021	0.00	-5.00 07/20/2021 P	PET
142352	REDDING PHILLIP ALLEN	& WF	10.00 07/01/2021	0.00		PET
142414	REED JUDY CARPENTER		5.00 07/01/2021	0.00		PET
142438	REEDER MICHAEL ANDREW		10.00 07/01/2021	0.00	0.00 P	PET
142439	REEDER STEVEN LLOYD		10.00 07/01/2021	0.00	+10.00 07/28/2021 P	PET
142617	REILLY PATRICK		0.00	25.00 08/20/2021	-25.00 08/24/2021 P	
142677	RENKEN JENNIFER JEANNE		5.00 07/01/2021	0.00	-5.00 09/20/2021 P	
142725	REX ERIC DALE		10.00 07/01/2021	0.00		PET
142823	RHAMES THADDIUS CEDEWA		5.00 07/01/2021	0.00	-5.00 08/02/2021 P	
142890	RIBELIN BENNY WOOD		10.00 07/01/2021	0.00		PET
142953	RICE TIMOTHY MARK		5.00 07/01/2021	0.00	-5.00 07/20/2021 P	
142973	RICHARD FRANCIS HARRISON	ewf.	15.00 07/01/2021	0.00		PET
143117	RIDDLE MELODY M		20.00 07/01/2021	0.00	-20.00 12/20/2021 P	
143180	RIDENHOUR JOYCE LORENE		80.00 07/01/2021	0.00	-80.00 08/09/2021 P	
143207	RIDENHOUR RICKY ALAN		10.00 07/01/2021	0.00	-10.00 07/22/2021 P	

ROWAN CO NC 2021 Paid/Unpaid Pet Fee (Code PET) by Authority Paid Between 07/01/2021 To 12/21/2021 DEC 22, 2021 11:11 AM PAGE: 15 TX155NC

Auth Parcel Id	Owner Name	Property Address Bill Amount		Amount Adj. Date Paid		Paid Date	
100 143210	RIDENHOUR RONALD HOWARD		07/01/2021	0.00		07/21/2021	
143252	RIGGS LARRY OSCAR & WF		07/01/2021	0.00		08/19/2021	
143279	RILEY GEORGE CHRISTOPHER & WF		07/01/2021	0.00	0.00		PET
143284	RILEY JERRY LEO & WF		07/01/2021	0.00	-5.00	08/23/2021	PET
143375	RITCHIE BARRY LEON	5.00	07/01/2021	0.00	-5.00	07/21/2021	PET
143386	RITCHIE BETTY SUE	10.00	07/01/2021	0.00	-10.00	07/26/2021	PET
143403	RITCHIE DENNIS BOYD	10.00	07/01/2021	0.00	-10.00	07/22/2021	PET
143438	RITCHIE HOWARD W JR & WF	10.00	07/01/2021	0.00	-10.00	09/13/2021	PET
143450	RITCHIE JEFFERY LEE & WF	10.00	07/01/2021	0.00	0.00		PET
143486	RITCHIE MARK C & WF	10.00	07/01/2021	0.00	0.00		PET
143662	ROAKES ROBERT TALLEY & WF	5.00	07/01/2021	0.00	0.00		PET
143663	ROAKES ROBERT TALLEY JR	5.00	07/01/2021	0.00	0.00		PET
143708	ROBBINS ROY DEAN	10.00	07/01/2021	0.00	0.00		PET
143745	ROBERSON ROBERT A &	5.00	07/01/2021	0.00	-5.00	08/13/2021	PET
143816	ROBERTS MARIE C	35.00	07/01/2021	0.00	-35.00	07/14/2021	PET
143821	ROBERTS MARK F	15.00	07/01/2021	0.00	0.00		PET
143848	ROBERTS WILLIAM R & WF	5.00	07/01/2021	0.00	-5.00	09/14/2021	PET
143918	ROBINSON CARROLL LEE	30.00	07/01/2021	0.00	-30.00	11/05/2021	PET
144023	ROBINSON PHYLLIS B	5.00	07/01/2021	0.00	-5.00	08/17/2021	PET
14408B	ROCCO JOHN ANTHONY	15.00	07/01/2021	0.00	-15.00	07/29/2021	PET
144093	ROCHA REBECCA RODRIQUEZ	30.00	07/01/2021	0.00	~30.00	07/26/2021	PET
144096	ROCK CHRISTINE & HUS	15.00	07/01/2021	0.00	-15.00	07/27/2021	PET
144142	RODGERS DARRELL C	10.00	07/01/2021	0.00	0.00		PET
144143	RODGERS DAVID RAY	10.00	07/01/2021	0.00	-10.00	08/18/2021	PET
144170	RODGERS DAISY MAE	10.00	07/01/2021	0.00	0.00		PET
144209	RGDRIGUEZ MARICELA ELIZALDE	15.00	07/01/2021	0.00	-15.00	08/05/2021	PET
144264	ROGERS BRANDON MICHAEL	10.00	07/01/2021	0.00	0.00		PET
144270	ROGERS CARL JUNIOUS	5.00	07/01/2021	0.00	-5.00	08/05/2021	PET
144278	ROGERS CLINT EUGENE	10.00	07/01/2021	0.00	-10.00	08/05/2021	PET
144335	ROGERS KENDAL HOKE	5.00	07/01/2021	0.00	-5.00	12/07/2021	PET
144365	ROGERS PAUL RAYMOND	5.00	07/01/2021	0.00	0.00		PET
144408	ROJAS JULIO DE JESUS	5.00	07/01/2021	0.00	0.00		PET
144450	ROLLINS DANNY KEITH	5.00	07/01/2021	0.00	-5.00	08/24/2021	PET
144456	ROLLINS JAMES PHILLIP SR & WF	10.00	07/01/2021	0.00	0.00		PET
144462	ROLLINS LARRY MICRAEL & WF	5.00	07/01/2021	0.00	-5.00	08/03/2021	PET
144472	ROLLINS TERRY EUGENE	5.00	07/01/2021	0.00	0.00		PET
144623	ROSEMAN DAVID HUNTER	5.00	07/01/2021	0.00	-5.00	12/02/2021	PET
144626	ROSEMAN LETHA N	15.00	07/01/2021	0.00	-15.00	07/26/2021	PET
144702	ROSKO JOHN MICHAEL	5.00	07/01/2021	0.00	0.00		PET
144738	ROSS MICHAEL L	10.00	07/01/2021	0.00	0.00		PET
144963	ROWLAND DONNA DEAN	30.00	07/01/2021	0.00	-30.00	12/14/2021	PET
144969	ROWLAND JOHN J & WF	15.00	07/01/2021	0.00	-15.00	07/30/2021	PET
145103	ROZZEL DONOVAN JERMAINE	5.00	07/01/2021	0.00	0.00		PET
145142	RUDDY ALESA ALLEN	10.00	07/01/2021	0.00	-10.00	10/08/2021	PET
145275	RUMMEL MICHAEL B & WF	10.00	07/01/2021	0.00	-10.00	11/30/2021	PET
145418	RUSSELL DAVID ALLEN	5.00	07/01/2021	0.00	-5.00	07/22/2021	PET
145429	RUSSELL FRANCES WRIGHT	5.00	07/01/2021	0.00	0.00		PET
145460	RUSSELL LINN HAYES & WF	15.00	07/01/2021	0.00	0.00		PET
145525	RUSSELL ZACHARY HARRIS	5.00	07/01/2021	0.00	0.00		PET
145576	RUTZEN GORDON ERNEST	5.00	07/01/2021	0.00	-5.00	11/29/2021	PET
145610	RYBURN WILLIAM G		07/01/2021	0.00	0.00		PET
145612	RYDER RICHARD TIMOTHY & WF	5.00	07/01/2021	0.00	-5.00	07/20/2021	PET
145632	RYMER MICHAEL G & WF	5.00	07/01/2021	0.00	-5.00	12/09/2021	PET
145681	SADOWSKI THOMAS JEREMIAH	5.00	07/01/2021	0.00	-5.00	07/27/2021	PET
145686	SAFFORD DELORES DODGE	5.00	07/01/2021	0.00	-5.00	07/30/2021	PET
145801	SAFRIT JOHNNY THOMAS	10.00	07/01/2021	0.00	-10.00	07/26/2021	PET
146068	SAMUELSON DANA ELLIOTT	10.00	07/01/2021	0.00	0.00		PET
146169	SANDERS STEPHEN J & WF	15.00	07/01/2021	0.00	0.00		PET

 ROWAN CO NC

 DEC 22, 2021
 2021 Paid/Unpaid Pet Fee (Code PET) by Authority
 PAGE: 16

 11:11 AM
 Paid Between 07/01/2021 To 12/21/2021
 TX155NC

Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	Code
100 146172	SANDERS VICKI HINSON		10.00 07/01/2021	0.00	-10.00 08/24/2021	PET
146202	SANGUEDOLCE VICTOR SR		5.00 07/01/2021	0.00	-5.00 07/16/2021	PET
146232	SAPP CHARLES BRUCE	& WF	5.00 07/01/2021	0.00	-5.00 07/29/2021	PET
146257	SARTAIN WATSON ODELL JR	& WF	15.00 07/01/2021	0.00	-15.00 07/16/2021	PET
146310	SAUNDERS CARI LYNN		10.00 07/01/2021	0.00	-10.00 11/19/2021	PET
146392	SCALLON JOHN T		10.00 07/01/2021	0.00	-10.00 12/13/2021	PET
146429	SCERCY BOBBY ALAN	& WF	5.00 07/01/2021	0.00	-5.00 10/06/2021	PET
146459	SCHAPPELL MARTIN CLARENCE		5.00 07/01/2021	0.00		PET
146461	SCHAUBLE GREGORY HOWELL		10.00 07/01/2021	0.00	-10.00 07/26/2021 1	PET
146509	SCHENK DANIEL RAY		30.00 07/01/2023	0.00		PET
146547	SCHENK SHERRY BARBEE		5.00 07/01/2021	0.00	-5.00 08/05/2021	
146595	SCHMIDT LINDA G		10.00 07/01/2021	0.00	-10.00 12/20/2021 1	
146617	SCHNUIT WILLIAM E JR	& WF	10.00 07/01/2021	0.00	-10.00 12/14/2021 1	
146680	SCHROEDER ALAN LOUIS		5.00 07/01/2021	0.00		PET
146839	SCRIP JAMES WILLIAM		5.00 07/01/2021	0.00	-5.00 08/11/2021 1	
146874	SEAFORD ANNIE H		5.00 07/01/2021	0.00	-5.00 07/26/2021 1	
146878	SEAFORD GLENN C	awf	5.00 07/01/2021	0.00	-5.00 12/16/2021 1	
146911	SEAFORD TERRY CECIL		30.00 07/01/2021	0.00	-30.00 12/13/2021 1	
146918	SEAGLE JOHNNY O		5.00 07/01/2021	0.00	-5.00 09/28/2021 1	
146959	SEAMON MARK GRIMSLEY		10.00 07/01/2021	0.00	-10.00 07/28/2021 1	
147075	SECHLER LARRY R	&WF	5.00 07/01/2021	0.00	-5.00 08/27/2021 1	
147144	SEELY DENNIS ROBERT		5.00 07/01/2021	0.00		PET
147203	SELLERS ELLIS STEVEN		5.00 07/01/2021	0.00	-5.00 08/30/2021 1	
147286	SESSLER VINCENT P	&	5.00 07/01/2021	0.00	-5.00 08/16/2021 1	
147340	SEVER MICHAEL ANTHONY		10.00 07/01/2021	0.00		PET
147369	SEXTON WILLIAM E	& WF	5.00 07/01/2021	0.00		PET
147446	SHANKWEILER LEWIS MICHAEL		10.00 07/01/2021	0.00	-10.00 08/04/2021 1	
147447	SHANNON DOLORES AMDERSON	& HUS	5.00 07/01/2021	0.00		PET
147470	SHARP CAROL ANN		5.00 07/01/2021	0.00		PET
147472	SHARP JOHN D	&	10.00 07/01/2021	0.00		PET
147585	SHAVER JOHN DENNIS	114	5.00 07/01/2021	0.00	-5.00 07/16/2021 1	
147601 147625	SHAVER LARRY CLIFFORD & W SHAVER DOLLIE LUDWICK	£	5.00 07/01/2021 10.00 07/01/2021	0.00	-5.00 07/16/2021 I -10.00 07/26/2021 I	
147635	SHAVER TIMOTHY J & WF		5.00 07/01/2021	0.00	-5.00 10/08/2021 F	
147645	SHAVER TONY L	& WF	10.00 07/01/2021	0.00	-10.00 07/14/2021	
147648	SHAVER WILLIAM A	α wr	15.00 07/01/2021	0.00	-15.00 07/21/2021 1	
147652	SHAVER WILLIAM RUSSELL		10.00 07/01/2021	0.00		PET
147658	SHAW BRIAN LEE		5.00 07/01/2021	0.00		PET
147777	SHEHAN DOUGLAS EVERETT JR		10.00 07/01/2021	0.00		PET
147820	SHELL MICHAEL D	& WF	5.00 07/01/2021	0.00	-5.00 08/10/2021 1	
147858		& WF	10.00 07/01/2021	0.00	-10.00 12/06/2021 1	
147870	SHEPERD DOLPH LEE JR	w	20.00 07/01/2021	0.00		PET
147883	SHEPHERD BRYSON CHANDLER		5.00 07/01/2021	0.00		PET
147904	SHEPHERD DENNIS JW &		5.00 07/01/2021	0.00		PET
147905	SHEPHERD DOLPH LEE		20.00 07/01/2021	0.00	-20.00 10/12/2021 1	
147914	SHEPHERD ERNEST RAY SR	& NF	5,00 07/01/2021	0.00	-5.00 07/19/2021 1	
147973	SHEPHERD SAMUEL LEE	& WF	5.00 07/01/2021	0.00		PET
148119	SHIELDS GREGORY SCOTT		15.00 07/01/2021	0.00	0.00	PET
148165	SHINN JAMIE HUNTER		20.00 07/01/2021	0.00		PET
148168	SHINN KENNETH T		15.00 07/01/2021	0.00	-15.00 07/26/2021	PET
148172	SHINN MICHAEL W	& WF	10.00 07/01/2021	0.00	-10.00 12/08/2021	
148179	SHINN WALTER DEERAY	& WF	10.00 07/01/2021	0.00	-10.00 08/23/2021	PET
148246	SHIVE BRENT WRAY		10.00 07/01/2021	0.00	0.00 E	PET
148278	SHIVE TERRY FRANKLIN		5.00 07/01/2021	0.00	-5.00 11/09/2021 E	PET
148287	SHIVES VICTOR WAYNE	& WF	5.00 07/01/2021	0.00	-5.00 0B/17/2021 I	PET
148299	SHOAF CHARLES P	s wp	5.00 07/01/2021	0.00	-5.00 07/23/2021 E	PET
148349	SHOAF WILLIAM CLAY JR	& WF	20.00 07/01/2021	0.00	-20.00 07/22/2021 E	PET
148362	SHOE GEORGE DAVID JR	& WF	20.00 07/01/2021	0.00	-20.00 07/20/2021 E	PET.

Property Address

Bill Amount Bill Date

15.00 07/01/2021

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DEC 22, 2021

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SPENCER JAMES E

SPRY LARRY W

SPINICCI DANIEL A

SPURLIN TERRY LEE STANLEY JAMES J JR

STAPLETON ROGER STARNES BOBBY C P

STATON ALAN LEE

SPRINGER BLAINE JUSTIN

SPRY JOSEPH NATHANIEL

STAPF COREY CHRISTIAN

STARMES GERALD WAYNE JR

STARRETT RYAN RICHARD

100 148482

Owner Name

SHORTER MATTHEW ANTHONY

11:11 AM

148492 SHRADER BRIAN &WF 15.00 07/01/2021 0.00 0.00 SHUE FRANKLIN HIRAM IT 5.00 07/01/2021 148534 -5.00 10/05/2021 PET 148622 SHUFFLER KIMBERLY PATTERSON 5.00 07/01/2021 0.00 0.00 PET 10.00 07/01/2021 5.00 07/01/2021 148665 SHULFNBURGER HERMAN F 0 00 -10.00 07/15/2021 PET SHULENBURGER RICHARD LEE 0.00 PET -5.00 12/17/2021 PET 0.00 148735 SHUPE CHRISTOPHER LEE 5.00 07/01/2021 0.00 148801 148836 SHUPING MARTHA ALEXANDER SHUTE MARGARET BARRINGER 10.00 07/01/2021 0.00 -10.00 08/16/2021 PET 10.00 07/01/2021 0.00 0.00 PET 10.00 07/01/2021 35.00 07/01/2021 148935 SIDES JOHN MICHAEL 0.00 SIDES TIMOTHY S SIFFORD BARBARA RENEE 148975 -35.00 07/20/2021 PET 0.00 5.00 07/01/2021 5.00 07/01/2021 -5.00 07/27/2021 PET -5.00 12/02/2021 PET 149002 0.00 149078 SIFFORD ROBERT NEAL 0.00 149384 SIMS GREGORY LYNN & WE 5.00 07/01/2021 0.00 -5.00 12/16/2021 PET SIMS JOSEPH LON II SISCOE MICHAEL BRANDON 149391 15.00 07/01/2021 -15.00 10/13/2021 PET 149465 5.00 07/01/2021 0.00 0.00 5.00 07/01/2021 10.00 07/01/2021 -5.00 07/19/2021 PET 149469 SISK RICHARD DEAN 0.00 149533 SLAGLE JASON BRIAN 0.00 0.00 -55.00 09/28/2021 PET 149562 SLINGERLAND AMY MCNAIR 55.00 07/01/2021 0.00 0.00 PET -5.00 08/26/2021 PET 149633 SLOOP CHRISTOPHER DOUGLAS 5.00 07/01/2021 149667 SLOOP GEORGE KALE 5.00 07/01/2021 0.00 SLOOP ROBERT D SMALL JAMES H III 5.00 07/01/2021 5.00 07/01/2021 149713 0.00 -5.00 07/21/2021 PET 149795 -5.00 10/18/2021 PET 0.00 SMITH BRIAN WESLEY (1) 5.00 07/01/2021 20.00 07/01/2021 149914 0.00 0.00 150013 SMITH DAVID ARNOLD PET 0.00 0.00 150057 SMITH DONOVAN KYLE 5.00 07/01/2021 0.00 0.00 PET SMITH DOUGLAS ALAN SMITH GREGORY LONG 150062 25.00 07/01/2021 -25.00 07/20/2021 PET 150138 10.00 07/01/2021 0.00 -10.00 09/22/2021 PET 150150 SMITH HARRY G TRUSTEES 10.00 07/01/2021 5.00 07/01/2021 0.00 -10.00 07/30/2021 PET -5.00 07/27/2021 PET SMITH JACKIE LEE 0.00 150209 SMITH JAMES FRANKLIN 5.00 07/01/2021 0.00 -5.00 07/23/2021 PET 150335 150338 SMITH KEVIN LEE SMITH KRISTA KAY 5.00 07/01/2021 0.00 0.00 PET 20.00 07/01/2021 0.00 0.00 PET 5.00 07/01/2021 65.00 07/01/2021 150350 SMITH LARRY EUGENE 0.00 -5.00 07/16/2021 PET SMITH MARILYN FRANCES -65.00 07/16/2021 PET 0.00 150416 SMITH MEGAN LEIGH 5 00 07/01/2021 0.00 0.00 PET 150454 SMITH PATRICIA BARRINGER 30.00 07/01/2021 -30.00 07/27/2021 PET 0.00 150497 SMITH RANDY NELSON 5.00 07/01/2021 0.00 0.00 PET 150562 SMITH ROGER DALE 5.00 07/01/2021 0.00 150637 SMITH TERRY STOKES -5.00 07/15/2021 PET 5.00 07/01/2021 0.00 150794 SMOOT BRENDA BEAVERS HEIRS 10.00 07/01/2021 0.00 0.00 151170 SPAINHOUR CHARLES EDWARD 5.00 07/01/2021 0.00 -5.00 07/22/2021 PET -70.00 12/21/2021 PET -10.00 07/23/2021 PET 151178 SPANGLER DORIS SUE 70.00 07/01/2021 0.00 151229 SPARNELL TRINA K 10.00 07/01/2021 SPECIAL NEEDS TRUST 151270

PAGE: TX155NC

Paid Amount Paid Date Code

-15.00 07/13/2021 PET

-5.00 10/21/2021 PET

-5.00 12/15/2021 PET

-5.00 07/22/2021 PET

-5.00 12/15/2021 PET

-5.00 07/30/2021 PST

-10.00 07/28/2021 PET

-5.00 08/31/2021 PET

-15.00 08/02/2021 PET

-10.00 12/17/2021 PET

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ROWAN CO NC

	ROWAN CO NC	
DEC 22, 2021	2021 Paid/Unpaid Pet Fee (Code PET) by Authority	PAGE: 18
11:11 AM	Faid Between 07/01/2021 To 12/21/2021	TX155NC

Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date Co	ode
100 152111	STEELE GARY H	& WF	5.00 07/01/2021	0.00	-5.00 07/28/2021 PE	eT.
152160	STEELE RICHARD CLAYTON	& WF	5.00 07/01/2021	0.00	-5.00 07/26/2021 PE	ST
152179	STEELE TIMOTHY ALAN	& WF	5.00 07/01/2021	0.00	-5.00 12/08/2021 PE	et
152190	STEELMAN DAVID JOHNSON		5.00 07/01/2021	0.00	-5.00 09/20/2021 PE	ST
152214	STEEN SANDRA FURR		10.00 07/01/2021	0.00	-10.00 07/19/2021 PE	ZΤ
152217	STEEN WALTER MICHAEL		5.00 07/01/2021	0.00	-5.00 12/17/2021 PE	₹T.
152290	STEPHENS JAMES BOYCE	& WF	10.00 07/01/2021	0.00	-10.00 08/30/2021 PE	ŝT
152303	STEPHENS STEVEN CRAIG		5.00 07/01/2021	0.00	-5.00 07/26/2021 PE	2T
152305	STEPHENS TIMOTHY MARVIN		10.00 07/01/2021	0.00	-10.00 10/11/2021 PE	ΞT
152366	STEWART BILLY E		10.00 07/01/2021	0.00	0.00 PE	ET
152492	STILLER MARK EDWARD	€ME.	10.00 07/01/2021	0.00	0.00 PE	
152532	STILTNER EDWARD A	& WP	10.00 07/01/2021	0.00	0.00 PE	
152537	STILWELL CHERYL MENARD		5.00 07/01/2021	0.00	-5.00 08/24/2021 PE	
152538	STILWELL GWENDOLYN HOPE	TLLER	15.00 07/01/2021	0.00	0.00 PE	
152626	STIREWALT JERRY RAY		20.00 07/01/2021	0.00	0.00 PE	
152639	STIREWALT JOHNNY W	& WF	10.00 07/01/2021	0.00	0.00 PE	
152640	STIREWALT JOHNNY WAYNE		10.00 07/01/2021	0.00	0.00 PE	
152824	STOKES BILLY WAYNE		10.00 07/01/2021	0.00	-10.00 07/20/2021 PE	
152826	STOKES ERIC DARELL		5.00 07/01/2021	0.00	-5.00 09/08/2021 PE	
152829	STOKES GARY MCKAY	& WF	5.00 07/01/2021	0.00	-5.00 07/26/2021 PET	
152853	STOKES VERNON NELSON	& WF	35.00 07/01/2021	0.00	-35.00 07/20/2021 PET	
153017	STOREY WADE DAVID		5.00 07/01/2021	0.00	0.00 PE	
153029	STORY BRYAN CLIFFORD		10.00 07/01/2021	0.00	0.00 PE	
153047	STOTTMAN HAROLD	€ WF	5.00 07/01/2021	0.00	0.00 PET	
153103	STOWE LOYD P		5.00 07/01/2021	0.00	0.00 PET	
153121	STOWE STEVEN CRAIG		10.00 07/01/2021	0.00	0.00 PE	
153179	STRIBLING BRENDA C		5.00 07/01/2021	0.00	-5.00 07/23/2021 PET	
153236 153249	STRIPLIN DURWIN RAY		60.00 07/01/2021	0.00	-60.00 08/03/2021 PET	
153249	STROTHER STEPHEN HOWARD STROUD AUSTIN MCCOY	& WF	5.00 07/01/2021	0.00	-5.00 07/27/2021 PET	
153260	STROUD FRANCIS ERVIN	& WF	5.00 07/01/2021	0.00	0.00 PE	-
153279	STUART DOUGLAS BURTON	& WF	10.00 07/01/2021 5.00 07/01/2021	0.00	-10.00 07/28/2021 PET	
153288	STUBBS BRADY DALE		5.00 07/01/2021	0.00 0.00	-5.00 11/01/2021 PET -5.00 08/17/2021 PET	
153299	STUBBS RONALD E		5.00 07/01/2021	0.00	0.00 PE	
153335	STURM PATRICK B & WF		15.00 07/01/2021	0.00	0.00 PE	
153391	SUHR JAMES B	& WF	10.00 07/01/2021	0.00	-10.00 07/20/2021 PET	
153547	SUNDING DAVID ALAN	¢ nt	10.00 07/01/2021	0.00	-10.00 07/20/2021 PET	
153549	SUNDING RICHARD KEVIN		5.00 07/01/2021	0.00	-5.00 08/05/2021 PET	
153614	SUTTON BRADLEY ROBERT &W	•	5.00 07/01/2021	0.00	-5.00 07/30/2021 PET	
153632	SUTTON KEITH RAYMOND		10.00 07/01/2021	0.00	0.00 PET	
153694	SWARINGEN BRADLEY LEWIS		10.00 07/01/2021	0.00	0.00 PET	
153755	SWEATT ROBERT CLIFTON		15.00 07/01/2021	0.00	0.00 PE	
153763	SWEENEY BOBBY LEE & WF		5.00 07/01/2021	0.00	-5.00 07/30/2021 PET	
153767	SWEET ROBERT WESTLAKE		5.00 07/01/2021	0.00	0.00 PE	
153776	SWICEGOOD CRYSTAL C		5.00 07/01/2021	0.00	+5.00 07/22/2021 PET	
154004	TALIS JAMES JOHN JR		20.00 07/01/2021	0.00	-20.00 10/05/2021 PET	
154030	TALLEY JAMES J	& WF	10.00 07/01/2021	0.00	-10.00 12/06/2021 PET	
154142	TATUM HAROLD EDWARD		10.00 07/01/2021	0.00	+10.00 08/06/2021 PET	
154161	TAYLOR BRADFORD HOWELL		5.00 07/01/2021	0.00	0.00 2121	Ť
154169	TAYLOR BRIAN MICHAEL		10.00 07/01/2021	0.00	-10.00 07/21/2021 PET	T
154340	TAYLOR RONALD D	& WF	10.00 07/01/2021	0.00	-10.00 07/29/2021 PET	
154365	TAYLOR TERRY WILHOIT		10.00 07/01/2021	0.00	0.00 PET	T
154467	TEEMS MARTIN RHETT		5.00 07/01/2021	0.00	-5.00 07/30/2021 PET	Т
154497	TEETER RELD I		5.00 07/01/2021	0.00	-5.00 07/27/2021 PET	т
154562	TERRELL RICHARD ALLEN		5.00 07/01/2021	0.00	-5.00 12/02/2021 PET	T
154584	TETER JERRY B &		5.00 07/01/2021	0.00	-5.00 07/19/2021 PET	
154592	TEVEPAUGH RITA M		25.00 07/01/2021	0.00	-25.00 07/20/2021 PE1	
154601	THAIN JAMES B	& WF	5.00 07/01/2021	0.00	0.00 PET	T

DEC 22, 2021 11:11 AM PAGE: 19 TX155NC

Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	
100 154659	THERRELL GRAFTON TONY SR & WI		5.00 07/01/2021	0.00	-5.00 07/27/2021	
154672	THIBODEAU RICKY ROLAND		10.00 07/01/2021	0.00	0.00	PET
154731	THOMAS BRIAN DAVID		5.00 07/01/2021	0.00	-5.00 12/13/2021	PET
154771	THOMAS GREGORY NEIL		5.00 07/01/2021	0.00	0.00	PET
154789	THOMAS JAMES ROBERT SR		10.00 07/01/2021	0.00	-10.00 08/16/2021	
154813	THOMAS LAURA L		5.00 07/01/2021	0.00	0.00	PET
154823	THOMAS MARTIN L & WI	F	10.00 07/01/2021	0.00	0.00	PET
154892	THOMAS TODD		55.00 07/01/2021	0.00	-55.00 10/15/2021	
154962	THOMASON WILBURN T JR		5.00 07/01/2021	0.00	-5.00 08/31/2021	
155004	THOMPSON CONAN F & WE		10.00 07/01/2021	0.00	-10.00 10/05/2021	
155217	THOMPSON LUKE WAYNE	_	15.00 07/01/2021	0.00	-15.00 07/16/2021	
155207	THOMPSON STEPHEN W & WI	·	5.00 07/01/2021	0.00	-5.00 07/20/2021	
155311	THURSTON THOMAS G 111		16.00 07/01/2021	0.00	-10.00 07/23/2021	
155312	THURSTON THOMAS G III		10.00 07/01/2021	0.00	-10.00 07/23/2021	
155331	TIDWELL KEVIN WAYNE		20.00 07/01/2021	0.00	-20.00 10/04/2021	
155369	TILLEY PHILIP EDWARD		10.00 07/01/2021	0.00	0.00	PET
155408	TIMM STEVEN PAUL		5.00 07/01/2021	0.00	-5.00 07/27/2021	
155424 155461	TINDALL ALEX SANDRA		10.00 07/01/2021	0.00	-10.00 11/08/2021	
	TOBERER MICHELE LYNAE		15.00 07/01/2021	0.00	0.00	PET
155466	TOBIN KEVIN DAVID &WF	f	5.00 07/01/2021	0.00	-5.00 07/19/2021	
155474 155669	TODD MARVIN FRANKLIN		10.00 07/01/2021	0.00	-10.00 07/19/2021	
155696	TOWNS ERRON JOSEPH TRACY DONALD C		5.00 07/01/2021	0.00	-5.00 11/16/2021	
155753	TRAYAN CHRISTOPHER		20.00 07/01/2021	0.00	-20.00 07/20/2021	
155814	TREXLER BEULAH JANE		20.00 07/01/2021	0.00	0.00	PET
155883	TREXLER EDDIE LEROY		5.00 07/01/2021	0.00	-5.00 08/10/2021	
155939	TREXLER EDDIE LEROI TREXLER JEFFREY WAYNE		5.00 07/01/2021	0.00	-5.00 07/16/2021	
155954	TREXLER JOHN ALBERT JR		5.00 07/01/2021 10.00 07/01/2021	0.00	0.00	PET
155957	TREXLER JOHN MARK		15.00 07/01/2021	0.00 0.00	-10.00 09/09/2021	
155963	TREXLER JOHNNY MAX		5.00 07/01/2021	0.00	-15.00 07/30/2021 -5.00 08/03/2021	
155973	TREXLER KENNETH AARON		5.00 07/01/2021	0.00	-5.00 07/29/2021	
156009	TREXLER MARVIN L & WF	•	25.00 07/01/2021	0.00	-25.00 07/29/2021	
156059	TREXLER ROY JOE & WF		5.00 07/01/2021	0.00	-5.00 07/13/2021	
156078	TREXLER TARA LOOKABILL		15.00 07/01/2021	0.00	0.00	PET
156126	TRIPLETT ERUCE & WF	,	10.00 07/01/2021	0.00	-10.00 07/29/2021	
156152	TROSPER GARY WAYNE		5.00 07/01/2021	0.00	0.00	PET
156211	TROUTMAN LINDA CASPER		10.00 07/01/2021	0.00	-10.00 09/14/2021	
156214	TROUTMAN PEGGY AGNER		10.00 07/01/2021	0.00	-10.00 11/02/2021	
156329	TRUMAN ORVILLE EUGENE & WF		10.00 07/01/2021	0.00	-10.00 07/29/2021	
156337	TRUSLOW BILLIE SUE		5.00 07/01/2021	0.00	0.00	PET
156371	TUCKER CARL CLINTON		15.00 07/01/2021	0.00	-15.00 10/05/2021	
156375	TUCKER CATHY S		10.00 07/01/2021	0.00	-10.00 08/31/2021	
156389	TUCKER DONALD L & WF		10.00 07/01/2021	0.00	-10.00 07/29/2021	
156430	TUCKER MICHAEL B		10.00 07/01/2021	0.00	-10.00 07/29/2021	
156517	TURNBULL CRAIG DAVID JR		5.00 07/01/2021	0.00		PET
156524	TURNER BRIAN SCOTT		10.00 07/01/2021	0.00	0.00	PET
156614	TURNER THOMAS FURR		5.00 07/01/2021	0.00	0.00	PET
156702	TYNER PRED T JR & WF	1	10.00 07/01/2021	0.00	-10.00 12/14/2021	PET
156717	TYSINGER VOYLS W & WF	•	5.00 07/01/2021	0.00	0.00	PET
156866	UPRIGHT DANNY WAYNE & WF		20.00 07/01/2021	0.00	0.00	PET
156870	UPRIGHT DAVID HOWARD & WF	•	5.00 07/01/2021	0.00	-5.00 07/22/2021	PET
156915	UPRIGHT TIMOTHY D & WF	•	10.00 07/01/2021	0.00	0.00	PET
156998	VALENTINE TIMOTHY STEVEN		5.00 07/01/2021	0.00	-5.00 09/07/2021	PET
157061	VANCE ALBERT G & WF	•	15.00 07/01/2021	0.00	-15.00 08/10/2021	PET
157160	VANHOY EDWARD WAYNE		15.00 07/01/2021	0.00	0.00	PET
157166	VANHOY SARAH FISHER		10.00 07/01/2021	0.00	0.00	PET
157177	VANHOY RICKY WAYNE & WF		5.00 07/01/2021	0.00	-5.00 07/16/2021	PET
157233	VARNADORE MARGARET D		10.00 07/01/2021	0.00	-10.00 07/23/2021	PET

ROWAN CO NC 2021 Paid/Unpaid Pet Fee (Code PET) by Authority Paid Between 07/01/2021 To 12/21/2021 DEC 22, 2021 11:11 AM PAGE: 20 TX155NC

	157329	VAZOUEZ ROGOBERTO BARBARO			
		TABQUEE KUUUDEKTO BAKBAKO	5.00 07/01/2021 0.00 -5.00	10/05/2021	. PET
	57398	VELAZQUEZ FIDEL LANUZA	15.00 07/01/2021 0.00 -15.00	07/01/2021	PET
-	157400	VELAZQUEZ JODY &HUS		11/29/2021	
-	157489	VICKERS LILLIAN RUTH BRIGGS		07/21/2021	
-	157575	VIVIAN DENNIS JOSEPH		08/05/2021	
-	157598	VOLKMER DONALD D & WF		08/09/2021	
:	157616	VONCANON THOMAS M	10.00 07/01/2021 0.00 0.00		PET
:	157745	WAGGONER JULIUS DANIEL JR	5.00 07/01/2021 0.00 0.00		PET
:	157813	WAGNER RICHARD EDWARD		07/14/2021	
1	157814	WAGNER RICKEY H SR & WF		07/16/2021	
3	157830	WAGNER ROGER D & WF	5.00 07/01/2021 0.00 0.00		PET
	157863	WAGONER DENNY B & WF	5.00 07/01/2021 0.00 0.00		PET
	157866	WAGONER DEWEY N & WF		11/30/2021	
	158053	WALKER ERIC FRANKLIN		07/30/2021	
	158072 158148	WALKER JAMES E & WF WALKER WILLIAM & WF	5.00 07/01/2021 0.00 0.00		PET
	158161		5.00 07/01/2021 0.00 0.00		PET
	158181	WALL JERRY LYNN WALLACE DAVID	10.00 07/01/2021 0.00 0.00 5.00 07/01/2021 0.00 -5.00	08/23/2021	
	158195	WALLACE JAMES ALLEN		07/16/2021	
	158203	WALLACE JUDY LEE		08/17/2021	
	158224	WALLACE MARK DOUGLAS	10.00 07/01/2021 0.00 0.00		PET
	158264	WALLACE RICHARD DOUGLAS & WF		12/02/2021	
	158275	WALLACE STEVEN C	5.00 07/01/2021 0.00 -23.00 5.00 07/01/2021 0.00 0.00		PET
	158291	WALLER BILLY E SR & WF	5.00 07/01/2021 0.00 0.00 5.00 07/01/2021 0.00		PET
	158294	WALLER BILLY EUGENE SR	5.00 07/01/2021 0.00 0.00		PET
	158328	WALLER CINDY KNIGHT		07/13/2021	
	158338	WALLER CURTIS LEE & WF	10.00 07/01/2021 0.00 0.00		PET
	158369	WALLER JULIUS M & WF		07/19/2021	
	158444	WALLS MICHAEL WAYNE		12/17/2021	
1	158446	WALLS RICKEY WAYNE	10.00 07/01/2021 0.00 0.00		PET
1	158469	WALSER BRADLEE LAWRENCE		07/27/2021	PET
3	158497	WALSER STACY T JR	5.00 07/01/2021 0.00 0.00		PET
3	158522	WALTER HENRY MONROE JR & WF	10.00 07/01/2021 0.00 -10.00	12/16/2021	PET
3	58535	WALTER LINDA BUTLER	5.00 07/01/2021 0.00 -5.00	07/27/2021	PET
3	58538	WALTER RICHARD SPENCER	10.00 07/01/2021 0.00 0.00		PET
3	58544	WALTER TONY DWIGHT	10.00 07/01/2021 0.00 -10.00	08/09/2021	PET
2	58591	WALTERS ROGER DALE	5.00 07/01/2021 0.00 -5.00	08/31/2021	PET
1	58599	WALTERS WOODROW WILSON HEIRS	5.00 07/01/2021 0.00 -5.00	08/02/2021	PET
1	L58620	WALTON DANNY RAY	15.00 07/01/2021 0.00 -15.00	07/16/2021	PET
1	158650	WALTON TERRY LEE & WF	5.00 07/01/2021 0.00 -5.00	07/28/2021	PET
	158682	WARD CARY MAXWELL	10.00 07/01/2021 0.00 0.00		PET
	158736	WARD PETER DAMON	5.00 07/01/2021 0.00 0.00		PET
	158760	WARDEN BRIAN MICHAEL	5.00 07/01/2021 0.00 0.00		PET
	158775	WARE JOHN ROBERT		07/19/2021	
	150885	WATKINS ANTHONY JEROME		08/20/2021	
	58893	WATKINS GARY DAVID		12/20/2021	
	58895	WATKINS GARY JAMES &WF		09/07/2021	
	159010	WATSON MARY ANN	10.00 07/01/2021 0.00 0.00		PET
	59046	WATSON SHARYN MARLAYNA		07/16/2021	
	159153	WAYNE PATRICIA KRAUSE	10.00 07/01/2021 0.00 0.00		PET
	159226	WEATHERFORD DEBRA	15.00 07/01/2021 0.00 0.00		PET
	59318	WEAVER BRADFORD GRAY	20.00 07/01/2021 0.00 0.00	00/00/000	PET
	59359	WEAVER JACKIE LYNN		07/22/2021	
	159410	WEAVER STERLING J & WF		07/16/2021	
	59412	WEAVER TIMOTHY L & WF	5.00 07/01/2021 0.00 0.00		PET
	59423	WEBB CECIL G JR & WF	25.00 07/01/2021 0.00 0.00	00/33/3033	PET
	159484 159486	WEBB MICHAEL WAYNE		09/13/2021	
	. 3 3 4 8 6	WEBB MICHAEL WAYNE & WF	10.00 07/01/2021 0.00 -10.00	09/13/2021	PET

ROWAN CO NC 2021 Paid/Unpaid Pet Fee (Code PET) by Authority Paid Between 07/01/2021 To 12/21/2021 DEC 22, 2021 Il:11 AM PAGE: 21 TX155NC

uth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	
100 159508	WEBS ROBERT LOUIS & V		10.00 07/01/2021	0.00	-10.00 12/20/2021	1 PET
159528	WEBB THOMAS ERIC		5.00 07/01/2021	0.00	-5.00 07/21/2021	1 PET
159534	WEBB WILLIAM W III & W		10.00 07/01/2021	0.00	0.00	PET
159588	WEDDINGTON COUNCIL H JR & V	iF	15.00 07/01/2021	0.00	0.00	PET
159599	WEDDINGTON GARRY ROBERT		10.00 07/01/2021	0.00	-10.00 10/05/2021	1 PET
159682	WEISLER PAUL D		5.00 07/01/2021	0.00	-5.00 07/23/2021	1 PET
159730	WELDAY KEVIN MICHAEL & WP		5.00 07/01/2021	0.00	0.00	PET
159774	WELLS HERMAN WAYNE		10.00 07/01/2021	0.00	0.00	PET
159788	WELLS NATHAN ARDELL		5.00 07/01/2021	0.00	-5.00 10/13/2021	1 PET
159794	WELLS RONALD W & P	(F	5.00 07/01/2021	0.00	0.00	PET
159834	WELTY WILLIAM WALTER JR & W		5,00 07/01/2021	0.00	-5,00 07/21/2021	
159892	WEST BRADFORD ROBINSON		15.00 07/01/2021	0.00	0,00	PET
199899	WEST GAIL ELIZABETH		10.00 07/01/2021	0.00	-10.00 08/20/2021	
159910	WEST JUDITH E		5.00 07/01/2021	0.00	-5.00 07/19/2021	
160026	WHALEY JOHN DAVID & W	10	10.00 07/01/2021	0.00	-10.00 12/07/2021	
160044	WHEATLEY KARL H	v.F			U.00 12/07/2021	PET
			5.00 07/01/2021	0.00		
160069	WHETSTONE RICHARD CARSON		10.00 07/01/2021	0.00	-10.00 12/20/2021	
160090	WHIRLOW GEORGE HOLLIS		5.00 07/01/2021	0.00	0.00	PET
160104	WHISNANT GEORGE PERRY & W	iF	5.00 07/01/2021	0.00	-5.00 07/22/2021	
160155	WHITAKER-JAMES NANCY J		50.00 07/01/2021	0.00	-50.00 07/23/2021	
160195	WHITE CHARLES ROBERT		10.00 07/01/2021	0.00	-10.00 07/23/2021	1 PET
160234	WHITE DONALD RAY SR & W	IF	25.00 07/01/2021	0.00	-25.00 07/22/2021	1 PET
160272	WHITE JAMES DALE & W	JF .	10.00 07/01/2021	0.00	0.00	PET
160310	WHITE MARGARET BAKER		25.00 07/01/2021	0.00	0.00	PET
160334	WHITE MICHAEL W & W	IF.	10.00 07/01/2021	0.00	-10.00 07/20/2021	1 PET
160414	WHITE VERNON EDDIE		5.00 07/01/2021	0.00	-5,00 11/18/2021	1 PET
160438	WHITFIELD DONALD J		50.00 07/01/2021	0.00	-50.00 07/21/2021	1 PET
160451	WHITLEY ALAN EDWARD		5.00 07/01/2021	0.00	0.00	PET
160467	WHITLEY CARL M & W	ıF	5.00 07/01/2021	0.00	-5.00 11/29/2021	
160468	WHITLEY CECIL L & W		25.00 07/01/2021	0.00	-25.00 11/10/2021	
160469	WHITLEY CECIL L & W		25.00 07/01/2021	0.00	-25.00 11/10/2021	
160495	WHITLEY GERALDINE SCOTT	•	10.00 07/01/2021	0.00	-10.00 07/22/2021	
160524	WHITLEY JOHN K & W	i F	15.00 07/01/2021	0.00	-15.00 07/22/2021	
160553	WHITLEY STEVEN M & W	•		0.00		
160557	WHITLEY STEVEN MARCUS JR	r.	5.00 07/01/2021		-5.00 12/20/2021	
		a Vin	10.00 07/01/2021	0.00	-10.00 07/13/2021	
160610	WHITTINGTON JOHN JAY III & W		10.00 07/01/2021	0.00	-10.00 07/30/2021	
160624	WICKER CHARLES L & W		10.00 07/01/2021	0.00	-10.00 07/16/2021	
160653	WIGGINS HARRILL SLOAN JR	& WF	5.00 07/01/2021	0.00	-5.00 08/05/2021	
160670	WIKE JUDITH THOMPSON		5.00 07/01/2021	0.00	-5.00 08/31/2021	l PET
160722	WILFONG NEAL DAVID		30.00 07/01/2021	0.00	0.00	PET
160726	WILHELM ANTHONY SEAN		25.00 07/01/2021	0.00	-25.00 07/30/2021	1 PET
160745	WILHELM COY DEAL		5.00 07/01/2021	0.00	-5.00 07/28/2021	PET
160775	WILHELM JAMES WILLIAM III		5.00 07/01/2021	0.00	0.00	PET
160784	WILHELM JERRY ALLEN		5.00 07/01/2021	0.00	-5.00 08/12/2021	PET
160839	WILHELM VAUGEN HOKE & W	F	10.00 07/01/2021	0,00	-10.00 12/17/2021	l PET
160861	WILHOIT BOBBY HARRIS		15.00 07/01/2021	0.00	-15.00 11/02/2021	
160941	WILKINSON DANRIDGE HUDGINS JR		10.00 07/01/2021	0.00	0.00	PET
160983	WILLETT JAMES E JR		20.00 07/01/2021	0.00	0.00	PET
161013	WILLIAMS ERADLEY STEVEN		35.00 07/01/2021	0.00	0.00	PET
161018	WILLIAMS CARL C		5.00 07/01/2021	0.00	0.00	PET
161204	WILLIAMS MICHAEL GORDON		15.00 07/01/2021	0.00	-15.00 11/08/2021	
161244	WILLIAMS RICHARD WINDELL		5.00 07/01/2021	0.00	-5.00 07/22/2021	
161254	WILLIAMS ROBERT EARL		5.00 07/01/2021	0.00	-5.00 10/11/2021	
161282	JONES TARA WYRICK	_	5.00 07/01/2021	0.00	0.00	PET
161288	WILLIAMS TERRY MICHAEL & W	F	10.00 07/01/2021	0.00	-10.00 11/09/2021	
161373	WILLIS PEGGY BOGER		10.00 07/01/2021	0.00	-10.00 10/26/2021	
	WILSON CHARLES ALAN		15.00 07/01/2021	0.00	-15.00 11/29/2021	D.T.T.T.
161431 161501	WILSON JAMES C III & W		15.00 07/01/2021	0.00	-15.00 11/29/2021	PEI

DEC 22, 2021 11:11 AM	ROWAN CO NC 2021 Paid/Unpaid Pet Fee (Code PET) by Authority Paid Between 67/01/2021 To 12/21/2021				
Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date Code
100 161523	WILSON JERRY WALLACE & WF		5.00 07/01/2021	0.00	0.00 PET
161552	WILSON JULIE BAUCUM		5.00 07/01/2021	0.00	-5.00 07/19/2021 PET
161575	WILSON LYNETTE MCALLISTER		10.00 07/01/2021	0.00	-10.00 07/29/2021 PET
161662	WILSON THOMAS EUGENE JR		5.00 07/01/2021	0.00	-5.00 08/13/2021 PET
161843	WING TERRI R		10.00 07/01/2021	0.00	~10.00 07/30/2021 PET
161881	WINN MARTIN JOSEPH		10.00 07/01/2021	0.00	-10.00 08/03/2021 PET
161936	WISE JAMES WESLEY & WF		5.00 07/01/2021	0.00	-5.00 07/21/2021 PET
161950	WISE PHILLIP BRADY		10.00 07/01/2021	0.00	0.00 PET
162090	WOLF GERHARD BERNHARD		5.00 07/01/2021	0.00	-5.00 08/03/2021 PET
162145	WOOD ABRAHAM COURTNEY		20.00 07/01/2021	0.00	-20.00 08/30/2021 PET
162164	WGOD CHARLES STEPHEN &WF		5.00 07/01/2021	0.00	-5.00 07/30/2021 PET
162170	WOOD DAVID BARNETT		5.00 07/01/2021	0.00	-5.00 07/26/2021 PET
162210 162254	WOOD GERALD D & WF		5.00 07/01/2021	0.00	0.00 PET
162309	SUAREZ MONTEEN BILLINGS WOODARD JOAN ROBERTS & HS		30.00 07/01/2021	0.00	0.00 PET
162491	WOODARD JOAN ROBERTS & HS WOOTEN WILLIAM H JR		5.00 07/01/2021	0.00	-5.00 07/30/2021 PET
162655	WRIGHT PATRICK LEE		10.00 07/01/2021	0.00	-10.00 07/27/2021 PET
162661	WRIGHT PHILIP R & WF		10.00 07/01/2021	0.00	0.00 PET
162674	WRIGHT ROBIN SPEARS & HUS		20.00 07/01/2021	0.00	-20.00 07/29/2021 PET
162731	WYATT DONALD JR & WF		10.00 07/01/2021	0.00	0.00 PET
162806	WYRICK LARRY REID		10.00 07/01/2021	0.00	0.00 PET
162873	YANG KAP JIN		5.00 07/01/2021	0.00	-5.00 07/20/2021 PET
162884	YANG STEVE WOO SUK		10.00 07/01/2021 10.00 07/01/2021	0.00	-10.00 10/28/2021 PET -10.00 11/23/2021 PET
162894	YARBOROUGH WILLIAM A & WF		5.00 07/01/2021	0.00	-5.00 07/16/2021 PET
162912	YARBROUGH RICHARD LINDSAY		15.00 07/01/2021	0.00	-15.00 07/16/2021 PET
162930	YATES DARIN L		5.00 07/01/2021	0.00	-5.00 07/20/2021 PET
163021	YELTON ERNEST LAMAR & WF		5.00 07/01/2021	0.00	0.00 07/21/2021 PET
163091	YORK FRANKLIN COYTE JR		10.00 07/01/2021	0.00	-10.00 09/03/2021 PET
163099	YORK PHILLIP MICHAEL		5.00 07/01/2021	0.00	-5.00 07/21/2021 PET
163210	YOST STEVEN ROSS		10.00 07/01/2021	0.00	-10.00 07/19/2021 PET
163299	YOUNG LARRY JOE & WF		10.00 07/01/2021	0.00	-10.00 07/16/2021 PET
163303	YOUNG LISA SWEATTE		5.00 07/01/2021	0.00	-5.00 08/17/2021 PET
163404	YOW ROBERT LEE JR		5.00 07/01/2021	0.00	-5.00 07/20/2021 PET
163405	YOW TRACY DIXON		15.00 07/01/2021	0.00	-15.00 10/05/2021 PET
163406	YOW TRACY DIXON		15.00 07/01/2021	0.00	-15.00 10/14/2021 PET
163557	ZINK JAMES WALTER & WF		15.00 07/01/2021	0.00	0.00 PET
170879	BRENDLE ANGELA SUE	1008 N MAIN ST	5.00 07/01/2021	0.00	-5.00 12/06/2021 PET
170946	CHURCH RHONDA GAIL	413 S CAROLINA AVE	5.00 07/01/2021	0.00	-5.00 08/05/2021 PET
170957	INGOLD GRAHAM ALEXANDER	1710 W INNES ST	10.00 07/01/2021	0.00	-10.00 07/20/2021 PET
170966	SISK MARJORIE GORDON	1710 W INNES ST	5.00 07/01/2021	0.00	-5.00 07/30/2021 PET
171066	BLAKE JAMIÉ ALAN	1081 RECOVERY RD	10.00 07/01/2021	0.00	0.00 PET
171074	JERNIGAN BILLY JOE	1081 RECOVERY RD	5.00 07/01/2021	0.00	0.00 PET
171112	BROUGHTON CHARLES WAYNE	1012 LANDSDOWN DR	5.00 07/01/2021	0.00	-5.00 07/16/2021 PET
171151	LONG BROOKS RANDALL		15.00 07/01/2021	0.00	0.00 PET
171183	HOFMANN BERND HELMUT		10.00 07/01/2021	0.00	-10.00 07/19/2021 PET
171192	CISNEY PAUL EDWARD		10.00 07/01/2021	0.00	-10.00 07/30/2021 PET
171195	BUTLER ROBERT REED		5.00 07/01/2021	0.00	-5.00 07/19/2021 PET
171200	SPRAGUE RHONDA WILSON		5.00 07/01/2021	0.00	0.00 PET
171209	GREEN CHARLES RAY		5.00 07/01/2021	0.00	0.00 PET
171214 171216	COMBS MATTHEW PAUL		25.00 07/01/2021	0.00	0.00 PET
171216	BRAXMEIER CHARLES ANTHONY IV		15.00 07/01/2021	0.00	-15.00 08/20/2021 PET
171228	BENOIT WILLIAM CURTIS JR		10.00 07/01/2021	0.00	-10.00 10/26/2021 PET
171234	CULP CHAD MARSHALL HARRISON BENJAMIN ISAAC JR		25.00 07/01/2021	0.00	-25.00 08/09/2021 PET
171246	HICKMAN JACK WESLEY		15.00 07/01/2021	0.00	0.00 PET
171265	MUELLER PETER ALLAN		15.00 07/01/2021	0.00	0.00 PET
171274	SHETLER MOSES B		5.00 07/01/2021	0.00	-5.00 07/30/2021 PET
171274	WARD ROY LEONARD JR		5.00 07/01/2021	0.00	-5.00 11/09/2021 PET
*****	THE PERSON OF TH		15.00 07/01/2021	0.00	-15.00 07/20/2021 PET

PAGE:

-10.00 12/20/2021 PET

-5.00 11/16/2021 PET

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TX155NC

DEC 22, 2021

BROWN DUKE CAMERON SR CLAVETTE THOMAS PAUL

JOHNSON GERALD MICHAEL

MACE DONALD LEE

RABI NICHOLAS BLAKE

CANUP DONNIE REID JR

172511

172566

172577

172582

172590

172605

11:11 AM

Auth Parcel Id Owner Name Property Address Bill Amount Bill Date Adi. Amount Adi. Date Paid Amount Paid Date Code 100 171351 COOPER KURTIS T 10.00 07/01/2021 0.00 0.00 171362 CROSS NATHAN LEE 5.00 07/01/2021 0.00 0.00 PET HINES DAVID MURPHY 10.00 07/01/2021 -10.00 10/13/2021 PET HOOD STEVEN LAWRENCE -10.00 07/28/2021 PET 171394 10.00 07/01/2021 0.00 171398 171416 LOWE THOMAS ALLEN & WF MILLIGAN WILLIAM DERRICK II 5.00 07/01/2021 5.00 07/01/2021 PET 0.00 0.00 0.00 0.00 OBRYAN JOYCE MARIE ODOM TIMMY NEAL 171440 5.00 07/01/2021 0.00 0.00 PET 171441 5.00 07/01/2021 0.00 0.00 PET 171467 PULLIAM MARK WILLIAM 10.00 07/01/2021 0.00 0.00 PET SAFRIT RONALD FRANK SPEIGHT TIMOTHY S 5.00 07/01/2021 5.00 07/01/2021 -5.00 07/30/2021 PET -5.00 07/22/2021 PET 171498 171535 0.00 171541 171545 STEELMAN VIRGINIA MARIE STILLER JOHN RAY 15.00 07/01/2021 10.00 07/01/2021 0.00 ი იი PET -10.00 08/12/2021 PET 0.00 171577 TAYLOR STEVEN JUNIOR 10.00 07/01/2021 0.00 0.00 PET TOMLINSON ALLEN RAY 20.00 07/01/2021 0.00 171599 WALTER TIMOTHY JAMES 5.00 07/01/2021 0.00 0.00 WILLIAMS MICHAEL R & WILSON JOE ALLEN 5.00 07/01/2021 10.00 07/01/2021 171613 0.00 -5.00 07/30/2021 PET 171615 0.00 PET 0.00 5.00 07/01/2021 15.00 07/01/2021 171640 DRINKARD STEPHEN JARRELL 0.00 0.00 PET LOWDER JASON LAMBERT 171653 -15.00 07/16/2021 PET 0.00 171654 MARTIN LLOYD TODD 10.00 07/01/2021 0.00 0.00 PET WEBS WILLIAM WHITAKER III SHIRLEY NANCY RUFF 171678 10.00 07/01/2021 0.00 -5.00 07/19/2021 PET 171718 5.00 07/01/2021 0.00 CAMPBELL MARVIN WILLIAM SR ALEXANDER NANCY THREATT 5.00 07/01/2021 5.00 07/01/2021 171747 0.00 0.00 -5.00 11/12/2021 PET 171825 0.00 171828 GORDON SHIRLEY DANTEL 15.00 07/01/2021 0.00 0.00 PET PARNELL ROBERT ALLEN 5.00 07/01/2021 0,00 0.00 -15.00 07/19/2021 PET 171841 MILES JIMMY D 15.00 07/01/2021 0.00 171843 BARRIER BOBBY RAY CROSS CARL STANTON JR 5.00 07/01/2021 5.00 07/01/2021 -5.00 07/19/2021 PET -5.00 08/30/2021 PET 171844 & WF 0.00 171846 HILTON LAN DAI THI 20.00 07/01/2021 0.00 0.00 PET -5.00 08/30/2021 PET SMITH BOBBY SIDES RONNIE L 5.00 07/01/2021 0.00 171847 171849 10.00 07/01/2021 0.00 0.00 PET 171851 RGBINETTE THOMAS L JR 5.00 07/01/2021 0.00 0.00 PET ROWELL EVANDER H 5.00 07/01/2021 171852 & WF 0.00 0.00 LYERLY TERRY G WELCH BRENDA T -5.00 11/22/2021 PET 171855 5.00 07/01/2021 0.00 171856 -5.00 09/02/2021 PET 5.00 07/01/2021 0.00 & WF 171859 CLINE WILLIAM D 5.00 07/01/2021 0.00 -5.00 12/20/2021 PET -5.00 07/27/2021 PET -10.00 10/08/2021 PET 171861 TONEY WLLIAM ALEXANDER JR 5.00 07/01/2021 171863 BOST COY L & WF 10.00 07/01/2021 0.00 SPEARS JULIE SHUMAKE TREXLER LUTHER H 10.00 07/01/2021 5.00 07/01/2021 0.00 PET -5.00 07/28/2021 PET 171930 0.00 171998 0.00 172004 COLE EDWARD I. 5.00 07/01/2023 0.00 -5.00 12/15/2021 PET SECHRIEST JEREMY 5.00 07/01/2021 0.00 PET +5.00 07/27/2021 PET BAKER BRETTA WALKER 172043 5.00 07/01/2021 0.00 WILSON JOHN VOYT YOW VICKIE TREXLER 5.00 07/01/2021 20.00 07/01/2021 -5.00 07/28/2021 PET -20.00 07/16/2021 PET 172092 0.00 172128 0.00 172142 COX DARREN 5.00 07/01/2021 0.00 -5.00 08/02/2021 PET LAURA ROUSEY 5.00 07/01/2021 0.00 172145 0,00 172181 GARCIA CAROLINA SALAZAR 5.00 07/01/2021 0.00 0.00 PET 172211 JUSTUS BARRY ARTHUR DENNIS DARRELL EUGENE 15.00 07/01/2021 0.00 0.00 PET -10.00 07/30/2021 PET 10.00 07/01/2021 172267 0.00

10.00 07/01/2021 15.00 07/01/2021

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ROWAN CO NC 2021 Paid/Unpaid Pet Fee (Code PET) by Authority Paid Between 07/01/2021 To 12/21/2021 DEC 22, 2021 11:11 AM PAGE: 24 TX155NC

Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	Code
100 172606	CARTER THOMAS BROOKE		10.00 07/01/2021	0.00	-10.00 08/10/2021	PET
172621	HELMS ADAM RAY		5.00 07/01/2021	0.00	0.00	PET
172623	HOLSHOUSER ROBERT ALAN		10.00 07/01/2021	0.00	-10.00 07/22/2021	PET
172633	MCCLAMROCK MATTHEW LEE		5.00 07/01/2021	0.00	0.00	PET
172638	MOSS CHAD STEVEN		10.00 07/01/2021	0.00	0.00	PET
172656	ALLBRIGHT JAMES ROGER		5.00 07/01/2021	0.00	-5.00 07/21/2021	PET
172666	ARBOGAST KENNETH		10.00 07/01/2021	0.00	-10.00 07/23/2021	
172674	BARE BRENT ALAN		5.00 07/01/2021	0.00	0.00	PET
172703	BULLARD PHILIP BRIAN		5.00 07/01/2021	0.00	0.00	PET
172710	STALCUP TODD ROBERT		5.00 07/01/2021	0.00	-5.00 08/16/2021	
172733	BROWN JOHNNIE LANE		10.00 07/01/2021	0.00	0.00	PET
172763	COLLINS MICHAEL GALE		10.00 07/01/2021	0.00	0.00	PET
172785	DALEY EDWARD PATRICK		10.00 07/01/2021	0.00	-10.00 07/21/2021	
172792	DAVIS TERRY ANN		5.00 07/01/2021	0.00	0.00	PET
172800	DESROSIERS CRYSTAL GAIL		10.00 07/01/2021	0.00	-10.00 07/15/2021	
172816	COTNEY JASON DAYNE		15.00 07/01/2021	0.00	0.00	PET
172849	JOHNSON JAY LEE		10.00 07/01/2021	0.00	0.00	PET
172853	KISH GREHORY JOHN		10.00 07/01/2021	0.00	-10.00 07/29/2021	
172856	LARSEN DEBBIE LIN		5.00 07/01/2021	0.00	-5.00 07/21/2021	
172861	LYERLY WESLEY RYAN		10.00 07/01/2021	0.00	0.00	PET
172917	ZAWATSKI FRANK E JR		10.00 07/01/2021	-10.00 12/10/2021	0.00	PET
172927	BECK JUSTIN GLENN		5.00 07/01/2021	0.00	0.00	PET
172928	KISER WILLIAM EVERETTE JR		10.00 07/01/2021	0.00	-10.00 08/05/2021	
172942	COBB BRADLEY STEPHEN		5.00 07/01/2021	0.00	-5.00 07/29/2021	
172952	MAILE PAMELA G		10.00 07/01/2021	0.00	-10.00 09/09/2021	
172957	CUTSHAW WILLIAM LEE		15.00 07/01/2021	0.00	-15.00 07/19/2021	
172960	DELONEY ROXIE JO		20.00 07/01/2021	0.00	-20.00 08/06/2021	
172961	GRIFFIN DAVID PRICE		20.00 07/01/2021	0.00	0.00	PET
172966	FLORES-GUTIERREZ RICARDO		15.00 07/01/2021	0.00	0.00	PET
172973	GLASSGOW ROBERT DAVIS		5.00 07/01/2021	0.00	-5.00 08/23/2021	
173030	HARRY KEVIN MITCHELL		5.00 07/01/2021	0.00	0.00	PET
173046	SHIRLEY MICHAEL CHANDLER		10.00 07/01/2022	0.00	0.00	PET
173047	HOBART CLARENCE		10.00 07/01/2021	0.00	-10.00 09/09/2021	
173050 173053	HOLSHOUSER JOHN LEIDY		10.00 07/01/2021	0.00	-10.00 08/09/2021	
173082	ESTRADA JULIZA MARIETA ESTRADA JUSTICE RUFUS TRAVIS		5.00 07/01/2021	0.00	0.00	PET
173113	RITCHIE ROBERT GUY III		20.00 07/01/2021	0.00	0.00	PET
173121	SAMPLES CHRISTOPHER JOHN		10.00 07/01/2021			
173126	LOWE LINDA CAROL		20.00 07/01/2021 20.00 07/01/2021	0.00	-20.00 07/28/2021 -20.00 12/14/2021	
173131	MANNING ROBERT TIMOTHY		10.00 07/01/2021	0.00	-10.00 07/19/2021	
173132	MARTIN DAVID ALAN		10.00 07/01/2021	0.00	0.00	PET
173142	MCCLAIN JOSEPH BENJAMIN		5.00 07/01/2021	0.00	-5,00 08/05/2021	
173152	TENNEY MARK MILO		15.00 07/01/2021	0.00	-15.00 07/29/2021	
173154	HUPPMAN PATRICIA KELLER		30.00 07/01/2021	0.00	0.00	PET
173168	TREXLER TIMOTHY HOWARD		10.00 07/01/2021	0.00	-10.00 10/05/2021	
173192	MCINTYRE DONALD RAY JR		5.00 07/01/2021	0.00	0.00	PET
173194	MILLER JAMES BRUCE		10.00 07/01/2021	0.00	0.00	PET
173212	PREVOT JACQUES CHARLES		5.00 07/01/2021	0.00		PET
173219	MORGAN ROSEMARY COOK		10.00 07/01/2021	0.00	0.00	PET
173220	RIPSTEIN SARAH EMILY		15.00 07/01/2021	0.00	-15.00 07/16/2021	
173226	ROZ THOMAS MICHAEL		15.00 07/01/2021	0.00	-15.00 09/13/2021	
173232	NYSTEDT ANGELA LORRAINE		15.00 07/01/2021	0.00	0.00	PET
173237	OVERCASE BRYAN MICHAEL		5.00 07/01/2021	0.00	-5.00 07/26/2021	
173239	PAGE WESTON		5.00 07/01/2021	0.00		PET
173246	SIMMONS DAVIS RAYCRAFT		5.00 07/01/2021	0.00	-5.00 07/22/2021	
173272	STIREWALT TODD DUANE		15.00 07/01/2021	0.00	-15.00 07/22/2021	
173275	DANIELS BARBARA E		10.00 07/01/2021	0.00	-10.00 11/30/2021	
173277	RIVERS WESLEY BLAKE		5.00 07/01/2021	0.00	-5.00 10/25/2021	
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PAGE: 25 TX155NC

Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	Code
100 173299	SCHACHT ROBERT E		10.00 07/01/2021	0.00	0.00	PET
173316	SHAYLOR COREY JACOB		15.00 07/01/2021	0.00	0.00	PET
173328	BRILL RAYMOND TERRY		10.00 07/01/2021	0.00	0.00	PET
173345	COBLE DONNA WHITLEY		5.00 07/01/2021	0.00	0.00	PET
173348	COUGHENOUR MARY BETH		10.00 07/01/2021	0.00	-10.00 08/03/2021	
173357	STOKES JENNIFER ADAMS		5.00 07/01/2021	0.00	0.00	PET
173381	HELLEMS JESSICA LYNN		5.00 07/01/2021	0.00	0.00	PET
173384	HILLSON MARK THOMAS		5.00 07/01/2021	0.00	-5.00 10/08/2021	
173385	HODGE JOHN PAUL JR		5.00 07/01/2021	0.00	-5.00 07/22/2021	
173419	LORE GIUSEPPE DONALD		20.00 07/01/2021	0.00	-20.00 07/16/2021	
173456	VOLLMOELLER BRADFORD GARY		10.00 07/01/2021	0.00	0.00	PET
173465	WILHELM HENDERSON COLE		5.00 07/01/2021	0.00	0.00	PET
173467	WILLIAMS JERRY MICHAEL		5.00 07/01/2021	0.00	0.00	PET
173488	CANNADAY DIANE FARLESS		10.00 07/01/2021	0.00	-10.00 08/06/2021	
173490	COPE EUGENE RAYMOND		5.00 07/01/2021	0.00	-5.00 09/03/2021	
173496 173510	CUMMINGS QUINCY ALLEN		10.00 07/01/2021	0.00	0.00	PET
173510	GRAHAM CURTIS CLARKSON JR ELLER WILLIAM DAVID		5.00 07/01/2021	0.00	-5.00 07/16/2021	
173512	LANCASTER ROY MICHAEL		15.00 07/01/2021	0.00	-15.00 11/18/2021	
173527	MARTINEAU LEO ALAN		150.00 07/01/2021	0.00	-150.00 07/20/2021	
173531	MILSTEAD GARY LYNN		5.00 07/01/2021 10.00 07/01/2021	0.00	-5.00 07/16/2021	
173539	MORGAN KIMBERLY ADAMS			0.00	0.00	PET
173559	JAMES TERRY LINN		15.00 07/01/2021 10.00 07/01/2021	0.00	-15.00 07/28/2021 0.00	PET
173571	CRUZ SUSAN SMITH		5.00 07/01/2021	0.00	-5.00 08/31/2021	
173583	HEAD KENNETH WAYNE		10.00 07/01/2021	0.00	-10.00 07/30/2021	
173584	FURR TRAVIS B		5.00 07/01/2021	0.00	-5.00 08/05/2021	
173585	ANDERSON CHRISTOPHER STEVEN		5.00 07/01/2021	0.00	0.00	PET
173586	ECKSTEIN JOHN WILLIAM		10.00 07/01/2021	0,00	0.00	PET
173591	BURRIS FRANKLIN JOSEPH		10.00 07/01/2021	0.00	0.00	PET
173599	DANIEL CATHY ANN		20.00 07/01/2021	0.00	-20.00 08/16/2021	
173610	GRIFFIN TONYA ANN		10.00 07/01/2021	0.00	0.00	TSG
173629	LAWTHER FRANCIS RIVERS		15.00 07/01/2021	0.00	0.00	PET
173635	KEPLEY PHILLIP L JR		15.00 07/01/2021	0.00	0,00	PET
173642	ENFINGER GRANT M		5.00 07/01/2021	0.00	-5.00 07/20/2021	PET
173648	BROWN PAUL DOUGLAS		25.00 07/01/2021	0.00	-25.00 07/29/2021	PET
173650	COBB STEVEN STEWART		5.00 07/01/2021	0.00	-5.00 12/20/2021	PET
173660	LEE CHAUL		15.00 07/01/2021	0.00	0.00	PET
173676	SHUMWAY JOSEPH BRYAN		25.00 07/01/2021	0.00	0.00	PET
173686	CZUBA MICHAEL TERRENCE		10.00 07/01/2021	0.00	-10.00 07/28/2021	PET
173687	SMITH TIMOTHY KEITH		10.00 07/01/2021	0.00	0.00	PET
173694	BEAVER CARL LUTHER		5.00 07/01/2021	0.00	0.00	PET
173700	MILÉM JERRY WAYNE		5.00 07/01/2021	0.00	0.00	PET
173743	HOLSTEIN DAVID LEE		10.00 07/01/2021	0.00	-10.00 08/02/2021	PET
173752	MILETTE JENNIFER KATHLEEN		20.00 07/01/2021	0.00	0.00	PET
173759	BOSSERMAN TODD A		5.00 07/01/2021	0.00	0.00	PET
173834	DURGIN MARK CHRISTOPHER		5.00 07/01/2021	0.00	0.00	PET
173836	EDWARDS THOMAS HOWARD		5.00 07/01/2021	0.00	0.00	PET
173848	FOLK MATHEW WAYNE		5.00 07/01/2021	0.00	-5.00 07/19/2021	
173852	HATTAWAY JANICE		20.00 07/01/2021	0.00	-20.00 09/20/2021	
173856	WRIGHT JOE A JR		5.00 07/01/2021	0.00	-5.00 07/26/2021	
173861	GRUMBLES ROBERT SCOTT		10.00 07/01/2021	0.00	-10.00 11/04/2021	
173863	MCCULOH CYNTHIA T		5.00 07/01/2021	0.00	0.00	PET
173871	TRIMMERS FRANK E SR		5.00 07/01/2021	0.00	0.00	PET
173876 173879	GUTTERSON DAVID PAUL JR		5.00 07/01/2021	0.00	-5.00 09/02/2021	
173879	OVERCASH VERONA SHOAF		5.00 07/01/2021	0.50	-5.00 07/13/2021	
173887	MCCLAMROCK RANDY LEE & WF WILKINSON E NEAL		5.00 07/01/2021	0.00	0.00	PET
173887	KESLER LARRY S & WF		5.00 07/01/2021	0.00	-5.00 11/09/2021	
1/3710	ABSUR MARKI S & WF		5.00 07/01/2021	u,00	-5.00 07/13/2021	rer

DEC 22, 2021 11:11 AM
 ROWAN CO NC

 DEC 22, 2021
 2021 Paid/Unpaid Pet Fee (Code PET) by Authority
 PAGE: 26

 11:11 AM
 Paid Between 07/01/2021 To 12/21/2021
 TX155NC

Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date Code
100 173920	LEONARD KIMBERLY STIREWALT		10.00 07/01/2021	0.00	-10.00 07/30/2021 PET
173937	MACAULAY CHARLENE DEE		10.00 07/01/2021	0.00	-10.00 09/13/2021 PET
173962	SEILER MARK EDWARD		15.00 07/01/2021	0.00	0.00 PET
173975	QUINN BLAKELY SHOAF		15.00 07/01/2021	0.00	0.00 PET
173999	WHEELER JAMES MICHAEL		15.00 07/01/2021	0.00	-15.00 07/30/2021 PET
174047	KANIPE JOHN WILLIAM		10.00 07/01/2021	0.00	-10.00 11/22/2021 PET
174048	KANIPE TINA MARIE		10.00 07/01/2021	0.00	-10.00 11/22/2021 PET
174051	LINKER JOSEPH KRIDER		35.00 07/01/2021	0.00	0.00 PET
174060	MCINTYRE AUSTIN LEE		15.00 07/01/2021	0.00	0.00 PET
174188	CLARK DONNA GOFORTH		10.00 07/01/2021	0.00	-10.00 09/27/2021 PET
174396	FERLAND RONALD		5.00 07/01/2021	0.00	-5.00 07/16/2021 PET
174462	SCHMUCKER NATHAN		5.00 07/01/2021	0.00	-5.00 07/14/2021 PET
174476	BROOKS SAMUEL TAYLOR		5.00 07/01/2021	0.00	0.00 PET
174490	DAWSON RICHARD LYNN		20.00 07/01/2021	0.00	-20.00 08/11/2021 PET
174493	EVANS JESSICA AURE		30.00 07/01/2021	0.00	0.00 PET
174501	ELLIOTT CHRISTOPHER WAYNE		5.00 07/01/2021	0.00	-5.00 07/29/2021 PET
174505	HERNANDEZ GARDUNO DAVID		5.00 07/01/2021	0.00	C.OO PET
174517	MCBRIDE JONATHAN RANDALL		5.00 07/01/2021	0.00	0.00 PET
174519	MCEACHERN BARRY KEITH		5.00 07/01/2021	0.00	-5.00 09/27/2021 PET
174527	OLIVER RUSSELL LYLE JR		15.00 07/01/2021	0.00	0.00 PET
174528	OVERCASH ALAN DANIELS		10.00 07/01/2021	0.00	0.00 PET
174544	THARP TOMMY LESTER		10.00 07/01/2021	0.00	0.00 PET
174552	ABSHER JOHN TYLER		5.00 07/01/2021	0.00	0.00 PET
174608	MILLER PERRY DEAN		5.00 07/01/2021	0.00	-5.00 07/19/2021 PET
174622	NEELEY DINA MARIE		5.00 07/01/2021	0.00	~5.00 10/04/2021 PET
174624	KEY BEN PRESTON		10.00 07/01/2021	0.00	0.00 PET
174626	LEAZER MATTHEW TODD		5.00 07/01/2021	0.00	0.00 PET
174627	LITTLE ROBERT THOMAS		20.00 07/01/2021	0.00	0.00 PET
174631 174647	MALDONADO RIGOBERTO		5.00 07/01/2021	0.00	0.00 PET 0.00 PET
174653	MOORE ROBERT GENE PARHAM CHRISTOPHER RYAN		30.00 07/01/2021 10.00 07/01/2021	0.00	0.00 PET 0.00 PET
174654	PELL MICHAEL RAY		10.00 07/01/2021	0.00	0.00 PET
174655	PHILLIPS TODD MARRISON		10.00 07/01/2021	0.00	0.00 PET
174657	POWELL JAMES HAROLD JR		10.00 07/01/2021	0.00	-10.00 07/29/2021 PET
174665	ABSHER JOHN TYLER		5.00 07/01/2021	0.00	0.00 PET
174677	BAILEY GARY STEVEN		25.00 07/01/2021	0.00	-25,00 07/30/2021 PET
174682	BOSTIAN ROCKY ALEXANDER		5.00 07/01/2021	0.00	-5.00 07/20/2021 PET
174688	BURLEYSON GARY WAYNE		5.00 07/01/2021	0.00	-5.00 07/20/2021 PET
174707	GOULD RICHARD JOHN		10.00 07/01/2021	0.00	-10.00 07/21/2021 PET
174714	HAMRICK RONALD STEVEN		5.00 07/01/2021	0.00	0.00 PET
174723	HOWARD GEORGE CHARLES		10.00 07/01/2021	0.00	0.00 PET
174730	LANTON ANDRE MONTEIZ		10.00 07/01/2021	0.00	-10.00 07/19/2021 PET
174738	LOVE WILLIAM BRIAN		5,00 07/01/2021	0.00	-5.00 08/24/2021 PET
174740	LUCKADOO JONATHAN RAMSEY		15.00 07/01/2021	0.00	0.00 PET
174741	SHOEMAKER COLONEL JOHN		5.00 07/01/2021	0.00	-5.00 10/06/2021 PET
174748	NAVARRETE CRUZ PAOLA		5.00 07/01/2021	0.00	0.00 PET
174771	RONE JEFFREY LEIGH		5.00 07/01/2021	0.00	-5.00 09/28/2021 PET
174773	SHEHAN JASON BRYAN		15.00 07/01/2021	0.00	0.00 PET
174774	SHEWSBURY CLYDE ERNEST		5.00 07/01/2021	0.00	0.00 PET
174790	TEEL MARK EUGENE		5.00 07/01/2021	0.00	-5.00 07/14/2021 PET
174809	SORROW JASON CRAIG		5.00 07/01/2021	0.00	0.00 PET
174812	WOOD WILLIAM ALVIN		20.00 07/01/2021	0.00	-20.00 09/02/2021 PET
174815	DANGERFIELD JAMES LARRY		10.00 07/01/2021	0.00	-10.00 07/28/2021 PET
174821	BARNETT WILLIAM EDWARD JR		5.00 07/01/2021	0.00	0.00 PET
174826	MYERS BRYANT JEFFERY		5.00 07/01/2021	0.00	-5.00 07/20/2021 PET
174835	BLUME MICHAEL LEE		5.00 07/01/2021	0.00	-5.00 07/23/2021 PET
174841	FILE JUSTIN CORY		20.00 07/01/2021	0.00	0.00 PET
174866	MOON TONY WAYNE		10.00 07/01/2021	0.00	0.00 PET

PAGE: 27 TX155NC DEC 22, 2021 11:11 AM

uth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	_ 0
100 174872	BOWMAN ALEX MICHAEL WARREN		10.00 07/01/2021	0.00	0.00	P
174877	COLLIER ROBERT CURTIS		15.00 07/01/2021	0.00	0.00	P.
174923	LANGFORD IRA GLENN		5.00 07/01/2021	0.00	-5.00 07/14/2021	ı P
174946	RIVERS WILFRED FRANCIS		10.00 07/01/2021	0.00	-10.00 0B/11/2021	1 P
174976	LORENZ PAUL DAVID		10.00 07/01/2021	0.00	0.00	P
174989	BLANEY RYAN MICHAEL		5.00 07/01/2021	0.00	-5.00 07/28/2021	1 P
174998	BUELIN JOE FRANK		5.00 07/01/2021	0.00	0.00	Þ
175001	CAMERON GAYLON DALE		10.00 07/01/2021	0.00	-10.00 08/03/2021	1 P
175006	MURRAY THOMAS GLENN JR		10.00 07/01/2021	0.00	0.00	P
175010	NAPOLETANO JOSEPH ROBERT		5.00 07/01/2021	0.00	-5.00 07/15/2021	1 1
175011	NEWMAN WILLIAM MICHAEL		25.00 07/01/2021	0.00	0.00	¥
175037	RUSSO ROSS FRANK 111		30.00 07/01/2021	0.00	-30.00 07/19/2021	1 P
175050	STIREWALT JO ANGELA		20.00 07/01/2021	0.00	-20.00 08/27/2021	1 P
175057	WHITE BRIAN LEWIS		5.00 07/01/2021	0.00	-5.00 07/22/2021	1 P
175082	JOHNSON JOHNNY		15.00 07/01/2021	0.00	0.00	Þ
175135	BROWN LONNIE JOSEPH		5.00 07/01/2021	0.00	-5.00 07/22/2021	1 P
175137	CASTILLO JOSE VAZQUEZ		5.00 07/01/2021	0.00	0.00	5
175168	SAFRIT JEFFREY LEE		20,00 07/01/2021	0.00	-20.00 08/17/2021	
175219	ABSHER JOHN TYLER		5.00 07/01/2021	0.00	0.00	ė
175256	KETNER WILLIAM LEE		5.00 07/01/2021	0.00	-5.00 12/17/2021	
175275	PARRISH GARY LEE		10.00 07/01/2021	0.00	0.00	P
175276	PIERCE DEAN LEMUEL		10.00 07/01/2021	0.00	0.00	F
175281	SACHSE THOMAS FRANK		5.00 07/01/2021	0.00	0.00	P
175282	BARNETT WILLIAM EDWARD		5.00 07/01/2021	0.00	0.00	F
175333	CROW GLEN LAMAR		25.00 07/01/2021	0.00	0.00	Ė
175334	CROWELL DAVID JASON		15.00 07/01/2021	0.00	0.00	1
175343	BOLIN JAY FRANCIS		15.00 07/01/2021	0.00	0.00	F
175364	BRACEWELL ALISA D		10.00 07/01/2021	0.00	0.00	F
175392	BROWN ROSS JENNINGS		5.00 07/01/2021	0.00	-5.00 11/01/2021	
175420	GUILLET MATTHEN		5.00 07/01/2021	0.00	0.00	
175434	HARBORTH STACYE J		10.00 07/01/2021	0.00	0.00	F
175435	HARDIN STEVEN RONALD		10.00 07/01/2021	0.00	0.00	P
175463			5.00 07/01/2021	0.00	0.00	Ė
175465	HORM HANN MARLATT GRACE B		5.00 07/01/2021	0.00	-5.00 12/03/2021	
175470	POWELL HILARY HAYWOOD			0.00	0.00	ı P
			10.00 07/01/2021			P
175491	KETNER MITZIE EURY		10.00 07/01/2021	0.00	0.00	
175498	KIMBERLIN MICHAEL PAUL		10.00 07/01/2021	0.00	-10.00 08/23/2021	
175509	OGDEN ROBERT SKANNON		15.00 07/01/2021	0.00	-15.00 11/08/2021	
175533	PATTERSON TERESA S		5.00 07/01/2021	0.00	-5.00 07/30/2021	
175555	SAFFORD JOHNNY WAYNE		10.00 07/01/2021	0.00	0.00	P
175576	SHAVER JOHN DENNIS		5.00 07/01/2021	0.00	-5.00 07/16/2021	
175577	SHEETS MATTHEW TAYLOR		10.00 07/01/2021	0.00	-10.00 07/28/2021	
175579	SHEPHERD HELEN BEAN		15.00 07/01/2021	0.00	-15.00 08/05/2021	
175582	SHINN ALAN THOMAS		15.00 07/01/2021	0.00	0.00	P
175597	SMITH PRISCILLA DUNN		5.00 07/01/2021	0.00	0.00	₽
175603	MILLER LAUREN EWART		5.00 07/01/2021	0.00	0.00	P
175608	SUMMERLIN JOE CABELL JR		15.00 07/01/2021	D.00	-15.00 11/22/2021	
175618	TAYLOR DONNA FESPERMAN		5.00 07/01/2021	0.00	-5.00 07/16/2021	
175628	WIGGINS BRITTANY CORINA		5.00 07/01/2021	0.00	-5.00 08/05/2021	
175638	TRICHE JOHN ELLIS		15.00 07/01/2021	0.00	-15.00 07/21/2021	
175649	STOCKTON MARK ANTHONY		25.00 07/01/2021	0.00	0.00	I
175657	VESS DONALD RAY		10.00 07/01/2021	0.00	-10.00 07/30/2021	
175671	FINK DEBORAH LYNN		5.00 07/01/2021	0.00	0.00	I
175700	DUENAZ-TORRES KEVIN FREDERICO		5.00 07/01/2021	0.00	0.00	1
175720	HARRIS DUANE W		5.00 07/01/2021	0.00	0.00	Ε
175722	DOOLITTLE ZOE		5.00 07/01/2021	0.00	0.00	E
175743	JONES SAMUEL LAWRENCE		5.00 07/01/2021	0.00	-5.00 07/21/2021	1 F
175752	KEARNS DOUGLAS HOWARD		10.00 07/01/2021	0.00	0.00	P

 ROWAN CO NC

 DEC 22, 2021
 2021 Paid/Unpaid Pet Fee (Code PET) by Authority
 PAGE: 28

 11:11 AM
 Paid Between 07/01/2021 To 12/21/2021
 TX155NC

Auth Parcel Id	Owner Name	Property Address	Bill Amount		Adj. Amount	Adj. Date	Paid Amount		
100 175756	HARWELL JEFFERY L & WF		5.00	07/01/2021	0.00		-5.00	07/12/2021	PET
175773	RUMMAGE WILLIAM CLYDE & WF		5.00	07/01/2021	0.00			07/29/2021	
175776	RICHARDSON RUSSELL		10.00	07/01/2021	0.00		-10.00	07/22/2021	PET
175781	SHEPHERD DENNIS MICHAEL			07/01/2021	0.00		0.00		PET
175801	TOLER KRISTIN COUCH			07/01/2021	0.00			09/21/2021	
175825	KEITH ELIZABETH ANN			07/01/2021	0.00			08/23/2021	
175832	GUERRERO JULIAN M		0.00			08/31/2021	0.00		PET
175833	CORNETT TINA			07/01/2021	0.00			07/22/2021	
175836	ODOM TINA ALICIA			07/01/2021	0.00		0.00		PET
175870	KISTLER JOHN L JR			07/01/2021	0.00			12/16/2021	
175885	EAGLE CHRISTOPHER ALAN			07/01/2021	0.00		0.00		PET
175887	PEDERICO MELISSA MAY			07/01/2021	0.00		0.00		PET
175908	WITHERUP DOUGLAS			07/01/2021	0.00			09/02/2021	
175913	CASS BARBARA ELLER			07/01/2021	0.00		0.00		PET
175950	DIAZ ESTHER HERNANDEZ			07/01/2021	0.00		0.00		PET
175975	NALLY DOUGLAS MATTHEW			07/01/2021	0.00			10/18/2021	
175990	OVERCASH THOMAS L			07/01/2021	0.00			11/19/2021	
176009	ALEXANDER THOMAS JAMES			07/01/2021	0.00			07/19/2021	
176010	WILLIAMS JOSEPH H			07/01/2021	0.00		0.00		PET
176020	CARSON THOMAS L			07/01/2021	0.00		0.00		PET
176025	BEAVER SHERRY W			07/01/2021	0.00			07/16/2021	
176050	CAVE ANNE CALDWELL			07/01/2021	0.00			09/01/2021	
176095	GALLOWAY KAREN HORNBECK			07/01/2021	0.00			07/21/2021	
176096	LOWDER JESSIE COLT &			07/01/2021	0.00		0.00		PET
176108	LOMAX WAYNE HENRY			07/01/2021	0.00		0.00	/	PET
176186	SWEATT ROBERT A & WF			07/01/2021	0.00			07/30/2021	
176567	WILKINSON KEITH WILLIAM			07/01/2021	0.00			07/21/2021	
176609	HYDE REBECCA E			07/01/2021	0.00			08/19/2021	
176633	LEARY DANIEL TORBERT			07/01/2021	0.00			09/03/2021	
176710 176722	CHURCH MICHAEL AARON BARGER LAYMOND PETER JR			07/01/2021 07/01/2021	0.00		0.00	09/14/2021	PET
176733	DARNELL MARK ANDREW			07/01/2021	0.00			12/17/2021	
176761	SCHARF BRIAN DAVID			07/01/2021	0.00			07/22/2021	
176762	FEEZOR DEBRA MCCALL			07/01/2021	0.00			07/16/2021	
176764	SELLERS CHRISTOPHER STEVEN			07/01/2021	0.00		0.00	01/16/2021	PET
176765	SHAND JEFFREY OWENS			07/01/2021	0.00			08/16/2021	
176774	WINFIELD DOROTHY JEAN			07/01/2021	0.00		0.00	00/10/2021	PET
176789	ELLER JUSTIN LEWIS			07/01/2021	0.00		0.00		PET
176803	JONES TIMOTHY BLAKE			07/01/2021	0.00			08/25/2021	
176808	MCNEIL TRUDY KARRIKER			07/01/2021	0.00			07/19/2021	
176821	COCCA JOHN DANIEL			07/01/2021	0.00			07/27/2021	
176825	DARCONTE DOMINIC JESS			07/01/2021	0,00			07/22/2021	
176835	ALTMANN STEPHEN RANDALL			07/01/2021	0.00			07/15/2021	
176842	HETRICK KAREN MARIE			07/01/2021	0.00			11/08/2021	
176883	BEAM GREGORY THOMAS			07/01/2021	0.00		0.00		PET
176888	CHERRY ROBIN SUZETTE			07/01/2021	0.00			09/02/2021	PET
176893	CLARK AARON CHRISTOPHER			07/01/2021	6.00			07/22/2021	
176897	BECKER JOHN EMMET	125 BRIARFIELD DR		07/01/2021	0.00			12/21/2021	
176898	NEMETH DAWN C		10.00	07/01/2021	0.00		0.00		PET
176905	BURNS CHRISTINA MARIE	110 LYNN DR	20.00	07/01/2021	0.00		-20.00	07/19/2021	PET
176908	BRINSON ROBERT EUGENE			07/01/2021	0,00		0.00		PET
176935	HEDSPETH KEVIN EUGENE			07/01/2021	0.00		0.00		PET
176944	FISHER JAMES ALLEN	1308 WRENWOOD CT		07/01/2021	0.00			08/09/2021	
176952	FROST ALLEN WAYNE		10.00	07/01/2021	0.00		-10.00	09/02/2021	PET
176973	PENNARTZ JOSEPH MICHAEL		15.00	07/01/2021	0.00		-15.00	07/29/2021	PET
176980	KLATT PERRY JOHANSON			07/01/2021	0.00			07/30/2021	
176981	GOODMAN MICHAEL MOSES			07/01/2021	0.00			08/11/2021	
176987	SAUNDERS JEFFREY TODD			07/01/2021	0.00			07/22/2021	

PAGE:

TX155NC

DEC 22, 2021

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Auth Parcel Id Owner Name Property Address Bill Amount Bill Date Adj. Amount Adj. Date Paid Amount Paid Date Code SSE CT 5.00 07/01/2021 ------5.00 OB/24/2021 PET 0.00 100 176994 HAMSEN RICHARD LYNN 111 CHASSE CT 177000 HILLSON GINA ROSE 5.00 07/01/2021 0.00 -5.00 10/08/2021 PET -5.00 07/26/2021 PET 177003 MCKINNEY WILLIAM CLAY 5.00 07/01/2021 0.00 177011 SMITH WAYNE CURTIS 0.00 0.00 5.00 07/01/2021 0.00 PET MEYER VICTORIA ANN KICK STEVEN MICHAEL 122013 15.00 07/01/2021 0.00 177049 104 STEVENS RD 5.00 07/01/2021 0.00 -5.00 08/03/2021 PET 10.00 07/01/2021 10.00 07/01/2021 177066 COFFEY DAREN VERN 0.00 177075 177079 WELCH STEVEN DANIEL 0.00 0.00 PET WOOD THEODORE FRANCIS 15.00 07/01/2021 0.00 0.00 LOWE CHARLES ARTHUR MORENO HERNANDEZ VERONICA 177095 10.00 07/01/2021 0.00 -10.00 08/03/2021 PÉT 177100 5.00 07/01/2021 5.00 07/01/2021 0.00 -5.00 07/28/2021 PET MURPHY BRIAN PATRICK 102 BROOK ST 1074 WOOD CREEK CIR 177104 0.00 PET NIXON WILLIAM BRADLEY 15.00 07/01/2021 0.00 0.00 PET 10.00 07/01/2021 5.00 07/01/2021 ~10.00 07/22/2021 PET ~5.00 08/10/2021 PET 177122 POTEAT CLYDE PATRICK 0.00 177132 177138 BROWN CHARLES ALLAN 0.00 COGGIN JOSHUA CALEB 10 00 07/01/2021 0 00 -10.00 10/06/2021 PET SMITH ALEXANDER GRANT ASHLEY JOSEPH MICHAEL 103 RUTLEDGE ST 1600 MILLBRIDGE RD 177150 5.00 07/01/2021 0.00 0.00 177185 -5.00 08/20/2021 PET 5.00 07/01/2021 0.00 5.00 07/01/2021 5.00 07/01/2021 177188 BARNETT MICHAEL DALE 100 1ST AVE BROOME JULIAN DEAN 846 SAINT PETERS CHURCH RD 0.00 -5.00 07/28/2021 PET MORGAN PAMELA EARLE 177213 5.00 07/01/2021 0.00 -5.00 08/11/2021 PET 177227 COLLINS RICHARD ALLEN 111 CARDINAL DR 5.00 07/01/2021 0.00 0.00 PET 177242 KISER JAMES BRYANT 10.00 07/01/2021 0.00 0.00 PET 177243 WEAVER PAUL DAVID -25.00 07/22/2021 PET LAPISH PHILLIP RANDALL 5.00 07/01/2021 0.00 0.00 PET 10.00 07/01/2021 5.00 07/01/2021 177256 YETTON STEVEN WILLIAM 0.00 0.00 177257 3160 RIVER RD -5.00 07/29/2021 PET 0.00 177260 FARLEY KAREN ELEANOR 313 LAUREL VALLEY WAY 15.00 07/01/2021 0.00 0.00 PET -5.00 07/28/2021 PET 177269 MILLER JEFFREY LEE LLOYD JUSTIN RYAN 5.00 07/01/2021 0.00 610 ACADEMY ST 177293 20.00 07/01/2021 0.00 0.00 PET LONG ALBERT SUGENE 177295 106 TRADE AVE 5.00 07/01/2021 177298 BECKWORTH WILLIS GLENN 10.00 07/01/2021 0.00 0.00 PET 2355 JACOB BOST RD -5.00 08/09/2021 PET -10.00 08/12/2021 PET 5.00 07/01/2021 10.00 07/01/2021 177301 LOR SHOUA 0.00 MENIUS TONY LUCKY 122314 162 BEECHWOOD DR 0.00 BURLESON DAVID ANDREW 177323 5.00 07/01/2021 0.00 0.00 PET 10.00 07/01/2021 5.00 07/01/2021 177331 RODENBURG DAWN ANN 0.00 177344 CRANFORD CHRISTOPHER FRAY 0.00 -5,00 07/20/2021 PET 5.00 07/01/2021 25.00 07/01/2021 0.00 -5.00 07/20/2021 PET -25.00 07/21/2021 PET 177356 TRIMNAL BOBBY LEE JR 177361 WILLIAMS MICHAEL DEAN 177373 HARKEY RYAN NOBLE 10.00 07/01/2021 0.00 0.00 PET STAKE JAY MICHAEL WILLIAMSON HARDY CARTER JR 177379 10.00 07/01/2021 177394 15.00 07/01/2021 -15.00 08/16/2021 PET 0.00 10.00 07/01/2021 10.00 07/01/2021 177410 MEADOWS CHELSEA 0.00 -10.00 08/17/2021 PET 177425 BROOME BRENDA 0.00 0.00 PET -15.00 08/12/2021 PET 177426 BROWN BARRY ALEXANDER 15.00 07/01/2021 5.00 07/01/2021 0.00 177435 177457 SCHWARTZ GREG JEFFREY WHITMAN CHRISTOPHER ALEXANDER 0.00 -5.00 07/29/2021 PET 5.00 07/01/2021 0.00 -5.00 09/23/2021 PET 177469 WEST JACKIE EDWARD 5.00 07/01/2021 10.00 07/01/2021 WHITE KELLY CLINTON 435 HILDERBRAND RD -10.00 07/28/2021 PET 0.00 177490 JOHNSTON RICHARD LYLE 10.00 07/01/2021 5.00 07/01/2021 0.00 PET -5.00 08/09/2021 PET 0.00 177495 177496 CHISHOLM MICHAEL ARTHUR CHRISTIAN KURT LOUIS 0.00 5.00 07/01/2021 0.00 -5.00 07/30/2021 PET 15.00 07/01/2021 10.00 07/01/2021 177497 CLIFTON HUGH CLAYTON JR 177505 COCHRANE EDWIN T 0.00 0.00 PET 177507 COFFEY DAREN VERN 10.00 07/01/2021 20.00 07/01/2021 0.00 0.00 PET 177521 SATH RATH R 0.00 0.00 PET HURST BRANSON SCOTT -10.00 07/29/2021 PET 177551 10.00 07/01/2021 0.00

5.00 07/01/2021

DEC 22, 2021 11:11 AM

Auth	Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount P	aid Date	Çode
100	177582	DRAUGHN DANA MARIE		15.00 07/01/2021		0.00		PET
	177586	ODENDAHL ALLYSON MARIE		10.00 07/01/2021		0.00		PET
	177591	LANGSTON WILLIAM DALE		5.00 07/01/2021			7/13/2021	
	177596	DULL RYAN EUGENE		5.00 07/01/2021		0.00		PET
	177604	SLOOP TOYNA MICHELLE		10.00 07/01/2021			7/19/2021	
	177614	SMITH MICHAEL JOSEPH		10.00 07/01/2021		0.00		PET
	177630	FESSLER KIRK EDWARD		5.00 07/01/2023			7/19/2021	PET
	177675	HAYS ERAN WILLIAM		5.00 07/01/2023			7/27/2021	
	177681	TILLEY JOHN DAKOTA		10.00 07/01/2021		0.00		PET
	177686	BARKER AMANDA SAFRIT		10.00 07/01/2021		0.00		PET
	177694	WITTEN LOUISA ANNE TRUSTEE		10.00 07/01/2021	0.00	-10.00 G	7/23/2021	PET
	177699	TITUS DAVID ALLEN		15.00 07/01/2021		0.00		PET
	177704	WARD STEVEN		10.00 07/01/2021		0,00		PET
	177705	TREXLER AUDREY MARIE		5.00 07/01/2021		0.00		PET
	177709	TURNER ROBERT WESLEY		5.00 07/01/2021		0,00		PET
	177712	GRUNDAHL MARK WAYNE		10.00 07/01/2021			7/20/2021	
	177771	HILL RONALD WILLIAM		5.00 07/01/2021	0.00		7/29/2021	
	177772	SHEFFIELD CHARLES B		10.00 07/01/2021			9/02/2021	
	177793	PETERKIN ROGER ANDREW		5.00 07/01/2023			7/20/2021	
	177797	WYATT DONALD PHILLIP		20.00 07/01/2021		0.00	,,	PET
	177803	KEZIAH HOWARD LEE		25.00 07/01/2021	0.00		0/05/2021	
	177811	RATHKE CHRISTOPHER ALLEN		20.00 07/01/2021			9/07/2021	
	177820	OLIVE TIMOTHY RONALD		10.00 07/01/2021		0.00		PET
	177837	LINKER CODY		10.00 07/01/2021	0.00		7/27/2021	
	177844	MOORE ATHENA DEBRA		10.00 07/01/2021	0.00	0.00	.,,	PET
	177850	TYNER WILLIAM DARGAN JR &		20.00 07/01/2021	0.00		7/16/2021	
	177856	DAVIS BILL		5.00 07/01/2021	0.00		9/14/2021	
	177872	KEENE KIMBERLY ANN		10.00 07/01/2021	0.00		8/23/2021	
	177925	TUCKER DAVID B II		5.00 07/01/2021	0.00	0.00		PET
	177944	BERETSKY MICHAEL STEPHEN		5.00 07/01/2021	0.00	0.00		PET
	177953	CAPE JAMES EDWARD		15.00 07/01/2021	0.00	0.00		PET
	177988	SMOLAK STEPHEN EUGENE		5.00 07/01/2021	0.00	-5.00 09	9/22/2021	PET
	178003	COOK DENNIS EUGENE		5.00 07/01/2021	0.00	-5.00 16	0/13/2021	PET
	178026	LEWIS LINDA E		20.00 07/01/2021	0.00	-20.00 07	7/30/2021	PET
	178069	NAHOUSE NANCY F		5.00 07/01/2021	0.00	0.00		PET
	178090	UPRIGHT MISTY		10.00 07/01/2021	0.00	0.00		PET
	178148	RIVENBARK PATRICIA JANE		5.00 07/01/2021	0.00	-5.00 07	7/29/2021	PET
	178452	CLARK MICHAEL DOUGLAS		5.00 07/01/2021	0.00	-5.00 17	2/02/2021	PET
	178714	HALL KAYLA MARIE		15.00 07/01/2021	0.00	-15.00 09	9/21/2021	PET
	178717	BARNKARDT ADAM LEE		15.00 07/01/2021	0,00	-15.00 07	7/23/2021	PET
	178726	BALLENTINE RANDY SCOTT		5.00 07/01/2021	0.00	-5.00 07	7/27/2021	PET
	178746	CORL BRANDT ALAN		5.00 07/01/2021	0.00	0.00		PET
	178747	COX RODERICK BERNARD		15.00 07/01/2021	0.00	0.00		PET
	178760	ERVIN ANDREW MCKNITT		5.00 07/01/2021	0.00	0.00		PET
	178766	CANTERBURY JONATHON WILSON		5.00 07/01/2021	0.00	-5.00 07	7/13/2021	PET
	178777	CRESS EDDIE GRAY		10.00 07/01/2021	0.00	-10.00 17	1/04/2021	PET
	178785	KAMINSKI CYNTHIA CAROL		10.00 07/01/2021	0.00	-10.00 07	7/16/2021	PET
	178788	HONBARGER CHARLES RAY		10.00 07/01/2021	0.00	0.00		PET
	178805	MCLAUGHLIN CONNIE SUE		5.00 07/01/2021	0.00	0.00		PET
	178918	SANDLIN WILLIAM TYLER		5.00 07/01/2021	0.00	0.00		PET
	178821	NORCUTT KENNY WAYNE		5.00 07/01/2021	0.00		7/29/2021	
	178822	EAILEY ROBIN KEITH		5.00 07/01/2021	0.00		7/28/2021	
	178826	STEVENS DOUGLAS EDWARD		40.00 07/01/2021	0.00	-40.00 08	3/02/2021	PET
	178841	ALLRED DAVID RAY		5.00 07/01/2021	0.00	0.00		PET
	178856	DAVIS CLAYTON DREW		5.00 07/01/2021	0.00		3/11/2021	
	178864	BARRINGER WILLIAM DOUGLAS		35.00 07/01/2021	0.00	-35.00 09		
	178876	FULK WESLEY LANE		5.00 07/01/2021	0.00		1/29/2021	
	178881	HUDSON TERRY ALLAN		10.00 07/01/2021	0.00	-10,00 07	7/16/2021	PET

PAGE: 30 TX155NC

DEC 22, 2021 11:11 AM PAGE: 31 TX155NC

Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	Code
100 178883	SHARP SUSAN LEE		0.00	5.00 07/13/2021	-5.00 07/22/2021	PET
178893	HYATT FRANKLIN MURRY		10.00 07/01/2021	0.00	-10.00 07/22/2021	PET
178896	BURNETTE MARK ALLAN		50.00 07/01/2021	0.00 07/14/2021	-50.00 11/05/2021	PET
178906	KIMMINS RICHARD MAURICE		5.00 07/01/2021	0.00	-5.00 11/22/2021	PET
178925	KIRK KENNETH KEITH III		10.00 07/01/2021	0.00	0.00	PET
178927	TARLTON BECKY ATKINS		55.00 07/01/2021	0.00	0.00	PET
178928	LANKFORD CHRISTOPHER BRYAN		5.00 07/01/2021	0.00	-5.00 11/22/2021	PET
178931	MILLER ROY ANTHONY		5.00 07/01/2021	0.00	0.00	PET
178938	OURS CORY WAYNE		5.00 07/01/2021	0.00	0.00	PET
178943	PERRY REGINA LOUISE		30.00 07/01/2021	0.00	0.00	PET
178954	SCHEVE TRACEE LYNNE		10.00 07/01/2021	0.00	0.00	PET
178958	SHEPHERD DANNY LEE		5.00 07/01/2021	0.00	-5.00 09/28/2021	PET
178962	ALMSTED GARY LERGY		10.00 07/01/2021	0.00	-10.00 09/14/2021	PET
178993	BALL ANTHONY LERGY		10.00 07/01/2021	0.00	0.00	PET
179006	BARTON JAMES ROBERT		25.00 07/01/2021	0.00	-25.00 08/25/2021	PET
179008	BROWN DAVID LEE		5.00 07/01/2021	0.00	-5.00 07/21/2021	PET
179020	DELONG MICHAEL LEROY		5.00 07/01/2021	0.00	0.00	PET
179034	GRAY SHARON COX		10.00 07/01/2021	0.00	0.00	PET
179065	CARTER GAIL BECK		10.00 07/01/2021	0.00	-10.00 07/22/2021	
179068	LEE JONATHAN DAVID		5.00 07/01/2021	0.00	-5.00 12/15/2021	PET
179073	DAVIS STEVEN PAUL		5.00 07/01/2021	0.00	0.00	PET
179095	MCINTYRE ROGER DALE		10.00 07/01/2021	0.00	0.00	PET
179103	OVERCASH KAY EUGENE		5.00 07/01/2021	0.00	-5.00 07/26/2021	PET
179108	HELMS DANIEL WAYNE		10.00 07/01/2021	0.00	0.00	PET
179112	HODGE RODNEY LEE		15.00 07/01/2021	0.00	0.00	PET
179144	JACKSON JERRY LEE		10.00 07/01/2021	0.00	-10.00 08/20/2021	PET
179146	LEWIS JOHN DEAN		15.00 07/01/2021	0.00	0.00	PET
179156	MERRITT THOMAS		5.00 07/01/2021	0.00	-5.00 08/10/2021	PET
179164	PAGE CHRISTOPHER MICHAEL		15.00 07/01/2021	0.00	-15.00 09/02/2021	PET
179188	STEWART JAMES BRYANT		5.00 07/01/2021	0.00	-5.00 07/13/2021	PET
179242	FESPERMAN HEATH LEE		5.00 07/01/2021	0.00	0.00	PET
179267	CANTERBURY JONATHON		5.00 07/01/2021	0.00	-5.00 07/13/2021	PET
179274	RUFFMAN MIKE CHARLES		10.00 07/01/2021	0.00	0.00	PET
179279	CHAMBERLIN LEWIS		15.00 07/01/2021	0.00	0.00	PET
179287	EURGDOFF DONALD ALLEN		10.00 07/01/2021	0.00	-10.00 08/04/2021	
179293	CLARK WYATT ALAN		10.00 07/01/2021	0.00	-10.00 10/26/2021	PET
179300	COOK EDWARD EMPFIELD		5.00 07/01/2021	0.00	-5.00 09/08/2021	
179323	FUNDERBURK ANDREW MYRON		5.00 07/01/2021	0.00		PET
179327	GARDNER BAXTER HARTSELL JR		15.00 07/01/2021	0.00		PET
179331	GOLDEN NICHOLAS RYAN		5.00 07/01/2021	0.00	-5.00 11/16/2021	
179351	DILLARD THOM		10.00 07/01/2021	0.00	-10.00 08/18/2021	
179352	HAMMON RICHARD LEONARD JR		10.00 07/01/2021	0,00	-10.00 08/09/2021	
179361	HELMS RONALD RALPH		5.00 07/01/2021	0.00	-5.00 07/22/2021	
179365	LINGLE HAROLD LEON		5.00 07/01/2021	0.00		PET
179383	OWEN-LEINERT SUSAN HUFF		5.00 07/01/2021	0.00	-5.00 07/16/2021	
179384	FARLEY RICK		5.00 07/01/2021	0.00	-5.00 08/02/2021	
179399	RARY MICHAEL WAYNE JR		10.00 07/01/2021	0.00		PET
179469 179471	QUERY ROBERT WAYNE		5.00 07/01/2021	0.00	-5.00 09/21/2021	
	RIDENHOUR WILLIAM REECE		5.00 07/01/2021	0.00	-5.00 09/28/2021	
179483 179515	HATLEY BRIAN CARROLL SMITH MARILYN HECKMAN		10.00 07/01/2021	0.00	-10.00 07/30/2021	
179521			5.00 07/01/2021	0.00	-5.00 08/24/2021	
179521	THOMAS ROBERT ALAN		5.00 07/01/2021	0.00	-5.00 08/09/2021	
179524	WIXOM LAWRENCE ALLEN		5.00 07/01/2021	0.00	-5.00 07/20/2021	
179553	HENRY MICHAEL JAMES		5.00 07/01/2021	0.00	-5.00 11/05/2021	
179559	VOLLKOMMER ROY WILLIAM WILLIS LOGAN GARRETT		30.00 07/01/2021	0.00		PET
179559	WILLIS EUGAN GARRETI WILSON TERESA PARKER		5.00 07/01/2021	0.00		PET
179611	WILSON TERESA PARRER KLUTTZ JASON LEE		5.00 07/01/2021	0.00	-5.00 10/11/2021	
1/3011	NOTE ONDON LEE		25.00 07/01/2021	0.00	-25.00 12/16/2021	PET

DEC 22, 2021 11:11 AM PAGE: 32 TX155NC

uth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	
100 179616	KREMER MICHELLE DIANE		5.00 07/01/2021	0.00	0.00	PET
179619	WALKER CODY ADAM		10.00 07/01/2021	0.00	0.00	PET
179621	LANDIS CAREN SUE		5.00 07/01/2021	0.00	-5.00 07/14/2021	
179630	LEFLER MELVIN CLYDE II		5.00 07/01/2021	0.00	-5.00 12/10/2021	
179632	WATSON KEVIN		20.00 07/01/2021	0.00	0.00	PET
179651	WILLIAMS STEPHEN CAPERS		5.00 07/01/2021	0.00	0.00	PET
179684	PARKER DORIS HOLTON		40.00 07/01/2021	0.00	0.00	PET
179700	PHILLIPS BARRON BLAIR		10.00 07/01/2021	0.00	-10,00 08/11/2021	
179713	BROWN JAMES GIBSON JR		15.00 07/01/2021	0.00	-15.00 12/06/2021	
179723	HOLT MICHAEL ODELL		25.00 07/01/2021	0.00	-25.00 08/11/2021	
179740	CUPPEY TERRY W & WF		5.00 07/01/2021	0.00	-5.00 07/16/2021	
179742	LATVA MARK JOHN		15.00 07/01/2021	0.00	0.00	PET
179743	PANNO ANTHONY WAYNE		5.00 07/01/2021	0.00	-5.00 07/29/2021	
179772	ROBINSON ELLEN		10.00 07/01/2021	0.00	0.00	PET
179773	MILLER CHRISTOPHER NEAL		5.00 07/01/2021	0.00	0.00	PET
179776	ROGERS RAYMOND		5.00 07/01/2021	0.00	-5.00 07/19/2021	
179795	MORRIS AUSTIN BRADLEY		5.00 07/01/2021	0.00	0.00	PET
179819	SPAIN LINDA LEE		10.00 07/01/2021	0.00	-10.00 07/28/2021	
179920	BROCKMANN WILLIAM OTTO		5.00 07/01/2021	0.00	-5.00 07/28/2021	
179970	MORGAN RICHARD A		15.00 07/01/2021	0.00		
179988	MAIN WENDELL ROE II				-15.00 07/30/2021	
180000	HALL DONNA E		5.00 07/01/2021	0.00	-5.00 07/30/2021	
180018	GOODSON DENNIS		5.00 07/01/2021	0.00	-5.00 10/22/2021	
180144	HARWOOD JUDY L		5.00 07/01/2021	0.00	-5.00 07/19/2021	
180148			5.00 07/01/2021	0.00	-5.00 07/28/2021	
	HOUCK NITA		5.00 07/01/2021	0.00	-5.00 07/19/2021	
180198	MYERS STEVEN C.		10.00 07/01/2021	0.00	-10.00 07/16/2021	
180281	BYRD KAREN L		25.00 07/01/2021	0.00	0.00	PET
180345	WATKINS JOSHUA ADAM		15.00 07/01/2021	0.00	-15.00 12/13/2021	
180531	FURNAS VIRGINIA		5.00 07/01/2021	0.00	0.00	PET
981568	ABERNATHY HAROLD DAVID & WF	606 E LAFAYETTE ST	10.00 07/01/2021	0.00	-10.00 08/24/2021	PET
981722	ADAMS DEBRA CROUCH		15.00 07/01/2021	0.00	0.00	PET
981756	ADAMS JOSEPE Q	606 E LAFAYETTE ST	15.00 07/01/2021	0.00	-15.00 11/05/2021	PET
981854	ADAMS TIMMY R	606 E LAFAYETTE ST	5.00 07/01/2021	0.00	0.00	PET
981878	ADCOCK RODGER D & WF	606 E LAFAYETTE ST	5.00 07/01/2021	0.00	-5.00 08/04/2021	. PET
981892	ADDISON RUTH ELAINE	606 B LAFAYETTE ST	35.00 07/01/2021	0.00	-35.00 10/29/2021	. PET
982067	AGNER TIMOTHY NEAL	606 E LAFAYETTE ST	5.00 07/01/2021	0.00	0.00	PET
982112	AHART WILFRED &WF	606 E LAFAYETTE ST	30.00 07/01/2021	0.00	0.00	PET
982119	AHO JEROME DAVID	606 E LAFAYETTE ST	10.00 07/01/2021	0.00	0.00	PET
982196	ALBRIGHT FARON JOE & WF		5.00 07/01/2021	0.00	-5.00 08/26/2021	PET
982299	ALDRICH JANIE LOUISE		5.00 07/01/2021	0.00	0.00	PET
982325	ALDRIDGE GARY WAYNE & WF		10.00 07/01/2021	0.00	-10.00 10/26/2021	PET
982417	ALEXANDER JAMES ELTON		5.00 07/01/2021	0.00	-5.00 10/06/2021	PET
982476	ALEXANDER STEVEN TODD & WF		5.00 07/01/2021	0.00	-5.00 07/28/2021	
982493	ALFANO JOSEPH ANTHONY & WF		10.00 07/01/2021	0.00	-10.00 08/20/2021	
982523	ALLEN BILLY GRAY		5.00 07/01/2021	0.00	0.00	PET
982545	ALLEN DAVID WAYNE		5.00 07/01/2021	0.00	-5.00 07/29/2021	
982633	ALLEN MARK BLAIR & WF		5.00 07/01/2021	0.00	-5.00 11/30/2021	
982638	ALLEN MICHAEL CRAIG		5.00 07/01/2021	0.00	0.00	PET
982738	ALLIGGOD GERALD LYNWOOD & WF		5.00 07/01/2021	0.00	0.00	PET
982762	ALLISON AMY R		5.00 07/01/2021	0.00	-5.00 07/22/2021	
982815	ALLMAN KODY AUSTIN		10.00 07/01/2021	0.00	0.00	PET
982965	ALTIZER ROBERT & WF		15.00 07/01/2021	0.00	-15.00 08/03/2021	
983029	AMBURN CHRISTOPHER LEE & WF		5.00 07/01/2021	0.00	0.00	PET
983184	ANDERSON MELANIE ANNE		10.00 07/01/2021			
983201	ANDERSON SCOTT &			0.00	-10.00 08/09/2021	
983244	ANDREWS H A JR		5.00 07/01/2021	0.00	-5.00 09/13/2021	
983273	ANGEL WILLIAM ALEXANDER JR		5.00 07/01/2021	0.00	0.00	PET
983328	ANTHONY FORREST TODD SR		10.00 07/01/2021	0.00	-10.00 07/26/2021	
	APINONI FORRESI 1000 SK		15.00 07/01/2021	0.00	-15.00 12/06/2021	to think

ROWAN CO NC DEC 22, 2021 2021 2021 Paid/Unpaid Pet Fee (Code PET) by Authority 11:11 AM Paid Between 07/01/2021 To 12/21/2021

PAGE:

Auth Parcel Id Property Address Adj. Amount Adj. Date Paid Amount Paid Date Code ---annulus principus principu __________ ANTHONY JERRY MITCHELL ANTOSEK LOUIS JOHN 100 983332 10.00 07/01/2021 0.00 6.00 -5.00 07/19/2021 PET 983361 5.00 07/01/2021 0.00 APPLETON GLEN SAWYER 983384 5.00 07/01/2023 0.00 -5.00 08/02/2021 PET 983385 APPLETON TRACY GEORGE 15.00 07/01/2021 0.00 -15.00 07/15/2021 PET 983453 ARCHIE TERESA SMITH 5.00 07/01/2021 0.00 -5.00 07/20/2021 PET AREY CLYDE D AREY SIDNEY DREW -10.00 09/02/2021 PET -10.00 09/10/2021 PET 983467 10.00 07/01/2021 10.00 07/01/2021 983533 0.00 ARMSTRONG CHARLES WALLACE 111 ARROWOOD BARBARA LYNN B 5.00 07/01/2021 5.00 07/01/2021 983568 0.00 -5.00 07/22/2021 PET 983658 0.00 0.00 983660 ARROWOOD DAVID R & WF 5.00 07/01/2021 0.00 0.00 PET ARTHUR ROBERT THOMAS ATKINSON PAUL DAVID 983681 -10.00 07/29/2021 PET 10.00 07/01/2021 983873 0.00 0.00 5.00 07/01/2021 15.00 07/01/2021 -5.00 08/17/2021 PET 983878 ATKINSON SHERRY J E HG 0.00 ATWELL GARY DALE 984013 0.00 0.00 AUBE KEVIN S & WF AUSTIN DONALD FRANK 984056 10.00 07/01/2021 0.00 0.00 PET 5.00 07/01/2021 -5.00 07/23/2021 PET 984159 AUSTIN PHILLIP GARY 10.00 07/01/2021 0.00 0.00 PET PAILEY DWIGHT JESSIE BAKER CATHEY LINEBERGER 984312 984411 20.00 07/01/2021 0.00 0.00 -5.00 08/16/2021 PET 5.00 07/01/2021 0.00 5.00 07/01/2021 5.00 07/01/2021 0.00 -5.00 07/13/2021 PET 0.00 PET 984414 BAKER CHARLIE WAYNE BAKER JAMES GILBERT JR -10.00 08/05/2021 PET 984575 BALL HERSHELL R JR & WF 10.00 07/01/2021 0.00 984583 BALL KENNETH ANDREW 5.00 07/01/2021 0.00 -5.00 07/28/2021 PET BALL MICHAEL PRESTON -10.00 09/08/2021 PET 984585 &WF 10.00 07/01/2021 0.00 BANTHER TED BARTON II BARBER JOHN CLAUDE 10.00 07/01/2021 15.00 07/01/2021 -10.00 11/09/2021 PET -15.00 07/30/2021 PET 984723 984855 0.00 20.00 07/01/2021 5.00 07/01/2021 984978 BARE KENNETH DEAN 0.00 0.00 PET 985168 BARLOW GLENN BRADLEY 0.00 0.00 985179 BARNARD LARRY G & WF 5.00 07/01/2021 0.00 -5.00 11/30/2021 PET 985207 BARNES JOHNNY LAYNE BARNES PEGGY BEAVER 5.00 07/01/2021 5.00 07/01/2021 -5.00 10/08/2021 PET -5.00 12/21/2021 PET 985219 0.00 BARNETT SHERRY SPRY BARNETTE WILLIAM LANCE 5.00 07/01/2021 10.00 07/01/2021 985253 0.00 -5.00 07/28/2021 PET 0.00 -10.00 09/13/2021 PET 985297 BARNHARDT BRANDON ALLEN 5.00 07/01/2021 0.00 0.00 PET BARNHARDT SHANTEE A &HUS BARRETT DANNY LEE & WF 20.00 07/01/2021 20.00 07/01/2021 985363 -20.00 12/06/2021 PET 985408 0.00 0.00 PET -5.00 07/16/2021 PET -15.00 07/30/2021 PET 985441 BARRIER LONNIE R 5.00 07/01/2021 15.00 07/01/2023 0.00 BARRINGER GEORGE S JR 985503 0.00 -5.00 12/14/2021 PET 0.00 PET 985602 BARRINGER TERRY WAYNE 5.00 07/01/2023 0.00 15.00 07/01/2021 0.00 -5.00 07/26/2021 PET BASENER RICHARD A & WF 985699 5.00 07/01/2021 0.00 985750 985**7**66 BASINGER DAVID DWAYNE BASINGER ELI AUGUSTUS JR 5.00 07/01/2021 5.00 07/01/2021 0.00 PET -5.00 12/15/2021 PET 0.00 0.00 985774 BASINGER GARRY L 5.00 07/01/2021 0.00 -5.00 11/02/2021 PET BASINGER LARRY WAYNE 5.00 07/01/2021 -5.00 11/02/2021 PET 0.00 985892 BASS CHARLES C JR 6 WF 5.00 07/01/2021 0.00 -5.00 07/22/2021 PET 985918 BASSETT PAUL & WF BASSINGER ROLLAND R 5.00 07/01/2021 5.00 07/01/2021 -5.00 07/26/2021 PET 985936 0.00 -5.00 10/14/2021 PET 985974 BAUCOM CASEY JAMES 10.00 07/01/2021 5.00 07/01/2021 0.00 0.00 BAUCOM DONALD E 0.00 0.00 985991 BAUCOM MICHAEL ERNEST & WF 15.00 07/01/2021 0.00 -15.00 08/27/2021 PET BAUK ELIZABETH PEELER BAUM RONALD ALLEN -5.00 12/21/2021 PET -50.00 07/19/2021 PET 986018 5.00 07/01/2021 0.00 986019 50.00 07/01/2021 0.00 986021 BAUMEZ WILLIAM LOUIS JR 5.00 07/01/2021 60.00 07/01/2021 0.00 -5.00 07/16/2021 PET BEAVER BARRY W 0.00 BEAVER BORBY LEONARD -15.00 07/29/2021 PET 986294 & WF 15 00 07/01/2021 0.00 BEAVER EUGENE MITCHELL 5.00 07/01/2021 0.00 0.00

5.00 07/01/2021

0.00

0.00

PET

986379

BEAVER EUGENE MITCHELL

& WF

DEC 22, 2021 11:11 AM PAGE: 34 TX155NC

Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	
100 986444	BEAVER JEFFREY SCOTT		10.00 07/01/2021	0.00	-10.00 08/19/2021	
986450	BEAVER JIMMY NATHAN		5.00 07/01/2021	0.00	-5.00 12/01/2021	
986559	BEAVER PRESSLY FRANKLIN GWF		20.00 07/01/2021	0.00	-20.00 07/23/2021	
986600	BEAVER SCOTT DWAYNE		5.00 07/01/2021	0.00	-5.00 07/21/2021	PET
986623	BEAVER TONY LEE		5.00 07/01/2021	0.00	0.00	PET
986660	BEBBER MICHAEL W & WF		35.00 07/01/2021	0.00	-35.00 12/21/2021	PET
986675	BECK DAVID EUGENE		5.00 07/01/2021	0.00	0.00	PET
986684	BECK GERALD FLOYD		5.00 07/01/2021	0.00	-5.00 12/17/2021	PET
986734	BECK JEFFERY ALLEN		5.00 07/01/2021	0.00	-5.00 07/22/2021	PET
986844	BELK BRANDON TODD		5.00 07/01/2021	0.00	-5.00 12/21/2021	
986859	BELK DONALD RAY JR & WF		20.00 07/01/2021	0.00	0.00	PET
986910	BELK TONY GWIN		5.00 07/01/2021	0.00	-5.00 08/02/2021	PET
986915	BELL CARL EDWARD JR		5.00 07/01/2021	0.00	-5.00 10/05/2021	PET
986922	BELL EDGAR LYNN & WF		10.00 07/01/2021	0.00	0.00	PET
986929	BELL GLENN WILLIAM & WF		5.00 07/01/2021	0.00	-5.00 07/28/2021	PET
986951	BELL THURMAN RONALD		10.00 07/01/2021	0.00	0.00	PET
986960	BELLAMY GEORGIA DAVIS		15.00 07/01/2021	0.00	0.00	PET
986976	BELLO RICHARD F & WF		5.00 07/01/2021	0.00	-5.00 07/19/2021	PET
987014	BENFIELD CHARLES CLAYTON JR		5.00 07/01/2021	0.00	-5.00 07/27/2021	PET
987021	BENFIELD GEORGE HERMAN JR		5.00 07/01/2021	0.00	0.00	PET
987150	BENNICK DAVID L & WF		5.00 07/01/2021	0.00	-5.00 07/20/2021	PET
987192	BENTLEY DONALD EDWARD		5.00 07/01/2021	0.00	-5.00 08/04/2021	PET
987195	BENTLEY GREGORY WAYNE		10.00 07/01/2021	0.00	-10.00 11/16/2021	PET
987231	BENTON CHARLES R II HEIRS		10.00 07/01/2021	0.00	-10.00 07/21/2021	
987233	BENTON CHARLES RAY & WF		20.00 07/01/2021	0.00	-20.00 07/21/2021	PET
987266	BERKLEY ANDREW ALAN		5.00 07/01/2021	0.00	-5.00 07/19/2021	PET
987297	BERNHARDT PERRY H & WF		45.00 07/01/2021	0.00	~45.00 07/30/2021	PET
987306	BERQUIST SUSAN STRIDER		10.00 07/01/2021	0.00	0.00	PET
987432	BIERNACKI KAREN SIMPSON		60.00 07/01/2021	0.00	0.00	PET
987516	BILLINGS KENNETH GALE		5.00 07/01/2021	0.00	0.00	PET
987523	BILLINGSLEY DAVID D & WF		10.00 07/01/2021	0.00	-10.00 11/30/2021	
987561	BINKLEY DEBRA JOYNER		5.00 07/01/2021	0.00	0.00	PET
987564 987685	BINTLIFF JEANIE RUHN		10.00 07/01/2021	0.00	-10.00 07/21/2021	
987804	BLACK GARY WHITTEN		15.00 07/01/2021	0.00	0.00	PET
987805	BLACKWELDER DARRELL EUGENE &WF BLACKWELDER DARRYL LAMAR		10.00 07/01/2021	0.00	-10.00 12/09/2021	
987807	BLACKWELDER DARRYL LAMAR		10.00 07/01/2021 10.00 07/01/2021	0.00	0.00	PET
987904	BLACKWELL JOSEPH GREGORY &WF					PET
988013	BLALOCK JACK HERSHELL		10.00 07/01/2021 10.00 07/01/2021	0.00	0.00 -10.00 12/02/2021	PET
988015	BLALOCK JEFFREY ALAN & WF		35.00 07/01/2021	0.00	-35.00 08/03/2021	
988024	BLAND DONALD HERMAN		5.00 07/01/2021	0.00	0.00	PET
988170	BLUME KEVIN RAY		10.00 07/01/2021	0.00	-10.00 09/23/2021	
988204	BOARD ANTHONY LEE & WF		15.00 07/01/2021	0.00	-15.00 09/02/2021	
988270	BOGDON DAVID &		10.00 07/01/2021	0.00	-10.00 07/16/2021	
988276	BOGER BETTY WISE		5.00 07/01/2021	0.00	0.00	PET
988284	BOGER BRANDI K		5.00 07/01/2021	0.00	-5.00 09/09/2021	
988310	BOGER JERRY WAYNE & WF		5.00 07/01/2021	0.00	-5.00 07/28/2021	
988352	BOGLE DANNY SCOTT		10.00 07/01/2021	0.00	0.00	PET
988402	BOLEY ANDREA BOREN		15.00 07/01/2021	0.00	-15,00 07/30/2021	
988407	BOLICK ANGELA CASTOR		10.00 07/01/2021	0.00	-10.00 07/30/2021	
988412	BOLICK CHARLES WILLIAM JR		15.00 07/01/2021	0.00	-15.00 12/20/2021	
988457	BOLT JULIAN EDWIN		10.00 07/01/2021	0.00	-10.00 11/30/2021	
988456	BOLT JULIAN M & WF		5.00 07/01/2021	0.00	-5.00 08/13/2021	
988536	BOOE AARON DENNY & WF		5.00 07/01/2021	0.00	-5.00 07/21/2021	PET
988582	BOPP JOHN R & WF		20.00 07/01/2021	0.00	0.00	PET
988594	BOREMAN GLENN D & WF		20.00 07/01/2021	0.00	0.00	PET
988597	BORING ALAN LESTER		10.00 07/01/2021	0.00	-10.00 08/19/2021	
988646	BOST BRADLEY AARON & WF		25.00 07/01/2021	0.00	-25.00 07/13/2021	PET

ROWAN CO NC 2021 Paid/Unpaid Pet Fee (Code PET) by Authority Paid Between 07/01/2021 To 12/21/2021 DEC 22, 2021 11:11 AM PAGE: 35 TX155NC

Auth Parcel Id	Owner Name	Property Address	Bill Amount Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date Coo	de
100 968828	BOST REGISTER L & WF		5.00 07/01/2021	0.00	0.00	T
988884	BOST WINFRED		5.00 07/01/2021	0.00	-5.00 08/24/2021 PET	т
988895	BOSTIAN BARBARA HANLINE		20.00 07/01/2021	0.00	-20.00 07/30/2021 PET	T
988940	BOSTIAN DONALD SHANE		5.00 07/01/2021	0.00	-5.00 11/18/2021 PET	T
988951	BOSTIAN ERIC NEIL		20.00 07/01/2021	0.00	0.00 PET	T
989025	BOSTIAN TENITA ANN		5.00 07/01/2021	0.00	-5.00 07/27/2021 PET	т
989041	BOSTIC JOHN ROGER		10.00 07/01/2021	0.00	-10.00 10/13/2021 PET	т
989094	BOUKNIGHT LAUREN CORRIHER		5.00 07/01/2021	0.00	0.00 PET	T
989127	BOWEN BRIAN DOUGLAS		5.00 07/01/2021	0.00	0.00 PET	T.
989166	BOWERS JERRY PHILLIP		5.00 07/01/2021	0.00	-5.00 07/19/2021 PET	
989169	BOWERS MICHAEL DAVID		5.00 07/01/2021	0.00	-5.00 08/24/2021 PET	
989280	BOYD BOSBY LOUIS		5.00 07/01/2021	0.00	0.00 PET	
989285	BOYD BRADLEY LOUIS		25.00 07/01/2021	0.00	0.00 PET	
989359	BRACEWELL TIMOTHY WAYNE		5.00 07/01/2021	0.00	0.00 PET	
989537	BRADY BOBBY LENTZ		15.00 07/01/2021	0.00	0.00 PET	
989636	BRANCH DON L JR		10.00 07/01/2021	0.00	-10.00 08/24/2021 PET	
989661	BRANDON RICHARD A		5.00 07/01/2021	0.00	0.00 PET	
989703	BRANTON WILLIAM EDGAR JR		10.00 07/01/2021	0.00	-10.00 07/27/2021 PET	
989726	BRAUN JOY WILSON		10.00 07/01/2021	0.00	-10.00 07/27/2021 PET	
989944	BRIGGS GERALD CALVIN & WF		10.00 07/01/2021	0.00	-10.00 07/19/2021 PET	
989961	BRIGMAN DONALD RICHARD JR					
989995			5.00 07/01/2021	0.00	-5.00 08/16/2021 PET	
990144	BRINDLE CAROLYN J		5.00 07/01/2021	0.00	-5.00 07/22/2021 PET	
990148	BROADWAY CARL STEVEN		20.00 07/01/2021	0.00	-20.00 08/17/2021 PET	
	BROADWAY CHUCK E & WF		5.00 07/01/2021	0.00	0.00 PET	
990218	BROECKLING ERIC MATTREW		10.00 07/01/2021	0.00	-10.00 07/16/2021 PET	
990224	BROMLEY SIETSKE LOONSTRA		10.00 07/01/2021	0.00	-10.00 07/20/2021 PET	
990271	BROOKS KATHY THOMASON		5.00 07/01/2021	0.00	0.00 PET	-
990317	BROOME ADAM ROSS		10.00 07/01/2021	0.00	0.00 PET	
990319	BROOME BARRY N & WF		5.00 07/01/2021	0.00	-5.00 07/28/2021 PET	
990320	BROOME BARRY NEAL		5.00 07/01/2021	0.00	-5.00 07/28/2021 PET	
990546	BROWN CHRISTOPHER F &WF		5.00 07/01/2021	0.00	0.00 PET	
990688	BROWN DAVID RAY WF		5.00 07/01/2021	0.00	-5.00 07/26/2021 PET	
990779	BROWN GEORGE HENRY & WF		10.00 07/01/2021	0.00	0.00 PET	
990870	BROWN JEFFREY SCOTT & WF		5.00 07/01/2021	0.00	-5.00 12/14/2021 PET	
990935	BROWN LACY RAY & WF		15.00 07/01/2021	0.00	0.00 PET	
990969	BROWN LETICIA S &HUS		10.00 07/01/2021	0.00	-10.00 08/23/2021 PET	
991050	BROWN PAUL A & WF		15.00 07/01/2021	0.00	0.00 PET	r
991053	BROWN PAUL EUGENE		25.00 07/01/2021	0.00	-25.00 07/22/2021 PET	r
991102	BROWN RITA ADAMS		5.00 07/01/2021	0,00	-5.00 08/03/2021 PET	r
991117	BROWN ROGER MACK & WF		5.00 07/01/2021	0.00	0.00 PET	ľ
991198	BROWN TIMOTHY JAMES & WF		40.00 07/01/2021	0.00	-40.00 07/21/2021 PET	r
991371	BRYANT CAROLYN GARDNER &		5.00 07/01/2021	0.00	0.00 PET	Γ
991379	BRYANT JAMES C & WF		5.00 07/01/2021	0.00	-5.00 10/13/2021 PET	ľ
991389	BRYANT LARRY JAMES		5.00 07/01/2021	0.00	-5.00 08/17/2021 PET	r
991436	BUCK DARREL F & WF		5.00 07/01/2021	0.00	-5.00 07/21/2021 PET	Г
991473	BUFF LLOYD LONON JR		20.00 07/01/2021	0.00	-20,00 07/16/2021 PET	T
991575	BULLINS JEREMIAH DALLAS & WF		5.00 07/01/2021	0.00	-5.00 07/29/2021 PET	Ť
991625	BUMGARNER WILLIAM DURANT		5.00 07/01/2021	0.00	-5.00 07/19/2021 PET	
991651	BUNNELL DREW SCOTT		10.00 07/01/2021	0,00	-10.00 07/14/2021 PET	
991717	BURGDOFF DUANE KENNETH		5.00 07/01/2021	0.00	-5.00 07/21/2021 PET	
991722	BURGESS BARRY DALE		5.00 07/01/2021	0.00	-5.00 09/03/2021 PET	
991753	BURGESS JEFFERY SCOTT		10.00 07/01/2021	0.00	-10.00 08/16/2021 PET	
991777	BURGESS LISA S HUS		10.00 07/01/2021	0.00	0.00 PET	
991802	BURKE ALAN F		10.00 07/01/2021	0.00	0.00 PET	
991846	BURKS DANIEL FULTON		5.00 07/01/2021	0.00	-5.00 08/03/2021 PET	
991936	BURNS DEWEY BAKER		10.00 07/01/2021	0.00	-10.00 07/21/2021 PET	
992106	BURROUGHS RICHARD GREGORY		10.00 07/01/2021	0.00	-10.00 07/21/2021 PET -10.00 10/04/2021 PET	
992155	BURTON MELISSA M			0.00	-5.00 07/14/2021 PET	
372133	perior henreau h		5.00 07/01/2021	0.00	-5.00 01/14/2021 PEI	

PAGE: 36 TX155NC

Auth Parcel Id	Owner Name	Property Address Bill A		Bill Date	Adj. Amount Adj. Date	Paid Amount Paid Date	Code
100 992272	BUTTS BEVERLY PARKS			07/01/2021	0.00	0.00	PET
992528	CALDWELL DANIEL E & WF		15.00	07/01/2021	0.00	0.00	PET
992696	CAMPBELL ALBERT J JR		10.00	07/01/2021	0.00	0.00	PET
992738	CAMPBELL DEBORAH ELAINE P		5.00	07/01/2021	0.00	-5.00 09/03/202	1 PET
992742	CAMPBELL DURWARD E & WF		5.00	07/01/2021	0.00	-5.00 08/16/202	1 PET
992848	CAMPBELL MELANIE G		5.00	07/01/2021	0.00	-5.00 07/22/202	1 PET
992903	CAMPBELL STEVEN ERIC		5.00	07/01/2021	0.00	-5.00 08/18/202	1 PET
993008	CANUP DALE RAY & WF		10.00	07/01/2021	0.00	0.00	PET
993117	CAREY CHRISTOPHER JUSTIN & WP		10.00	07/01/2021	0.00	-10.00 07/30/202	1 PET
993300	CARR GARY W SR			07/01/2021	0.00	-15.00 07/19/202	1 PET
993486	CARTER GARY N & WF			07/01/2021	-5.00 10/05/2021	0.00	PET
993613	CARTNER BOBBY RAY & WF			07/01/2021	0.00	-10.00 07/26/202	
993645	CARTWRIGHT TERRY W & WF			07/01/2021	0.00	-5.00 08/11/202	
993742	CASPER JIMMY DARRELL			07/01/2021	0.00	0.00	PET
993770	DONELSON TERRY L			07/01/2021	0.00	-5.00 10/14/202	
993995	CAUBLE CHARLES KEVIN			07/01/2021	0.00	-5.00 08/04/202	
993997	CAUBLE CHARLES WILLIAM			07/01/2021	0.00	-5.00 07/21/202	
994096	CAUBLE KAREN AGNER			07/01/2021	0.00	-10.00 07/19/202	
994104	CAUBLE MATTHEW LEE			07/01/2021	0.00	-15.00 08/05/202	1 PET
994217	CERVANTES GERALDINE M (THOMAS)			07/01/2021	0.00	0.00	PET
994238	CHAFFIN HOWARD WAYNE			07/01/2021	0.00	-5.00 11/10/202	
994241	CHAFFIN HUGH THOMAS JR & WF			07/01/2021	0.00	-5.00 07/27/202	
994268	CHAMBERLIN MARK WILLIAM SR			07/01/2021	0.00	0.00	PET
994310	CHAMBERS SUE S			07/01/2021	0.00	-5.00 07/16/202	
994344	CHANDLER JARRETT TAYLOR JR			07/01/2021	0.00	-5.00 07/29/202	
994352	CHANDLER SCOTT E &			07/01/2021	0.00	-10.00 07/19/202	
994355	CHANDLER STEVE M & WF			07/01/2021	0.00	-25.00 07/28/202	
994368	CHAPMAN GOLDIE S &			07/01/2021	0.00	-5.00 07/19/202	
994422	CHAPPELLE GEORGE F & WF			07/01/2021	0.00	-5.00 07/27/202	
994457	CHARLTON BEVERLY WILKINS			07/01/2021	0.00	-10.00 12/13/202	
994500	CHAVIS JAMES WOODROW JR			07/01/2021	0.00	-5.00 07/26/202	
994683	CHILDERS OLIN PAUL JR			07/01/2021	0.60	0.00	PET
994690	CHILDERS ROBERT L & WF			07/01/2021	0.00	-15.00 07/21/202	
994716 994726	CHILDRESS LANNY RAY			07/01/2021	0.00	0.00	PET
994739	CHILDRESS PATRICIA ANN CHILLCOTT ROBERT L JR & WF			07/01/2021	0.00	0.00	PET
994861	CHILLCOTT ROBERT L JR & WF CHRISTIAN JOHN D &WF			07/01/2021	0.00	-10.00 07/16/202	
994874	CHRISTIE JACKIE CARLOS			07/01/2021	0.00	0.00	PET
994876	CHRISTIE JERRY W & WF			07/01/2021	0.00	-5.00 07/22/202	
994894	CHRISTIE WAYNE L & WF			07/01/2021	0.00	-5.00 09/22/202	
994920	CHRISTY BARRY E & WF			07/01/2021 07/01/2021	0.00	-10.00 07/21/202: 0.00	
994954	CHRISTY KRISTIN SMITH			07/01/2021	0.00	-15.00 07/22/202	PET
994971	CHRISTY RICHARD V			07/01/2021	0.00	-15.00 07/22/2021 -5.00 10/26/2021	
995065	CINQUEMANI ANTHONY LOUIS III			07/01/2021	0.00	-10.00 07/29/2021	
995352	CLAY BLAINE ALVIN			07/01/2021	0.00	-5.00 08/24/2021	
995357	CLAY JOSEPH A & WF			07/01/2021	0.00 07/16/2021	-10.00 08/04/2021	
995472	CLEVELAND DOUGLAS RAY			07/01/2021	0.00	0.00	PET
995484	CLEVELAND RICHARD A JR			07/01/2021	0.00	-5.00 07/20/2021	
995495	CLIFFORD MARGARET ANN			07/01/2021	0.00	0.00	PET
995537	CLINE ALTON BARNES			07/01/2021	0.00	-5.00 07/26/2021	
995552	CLINE CHRISTOPHER & WF			07/01/2021	0.00	0.00	PET
995672	CLINE WALTER DAVIS & WF			07/01/2021	0.00	0.00	PET
995741	CLOKE ROBERT FRANKLIN			07/01/2021	0.00	-10.00 08/31/2021	
995748	CLONINGER SUSAN KISSIAH			07/01/2021	0.00	-30.00 09/01/2021	
995754	CLONTZ SHARON DIANNE			07/01/2021	0.00	-5.00 07/30/2021	
995757	CLONTZ STEVE GARLAND			07/01/2021	0.00	0.00	PET
995821	COBB JEFFREY DALE			07/01/2021	0.00	0.00	PET
995904	COCHRAN JIMMY LEE			07/01/2021	0.00	-15.00 11/12/2021	
		· · · · · · · · · · · · · · · · · · ·					

DEC 22, 2021 11:11 AM ROWAN CO NC

DEC 22, 2021 2021 2021 2021 2021 Paid/Unpaid Pet Fee (Code PET) by Authority PAGE: 37
11:11 AM Paid Between 07/01/2021 TO 12/21/2021 TX155NC

								-	
Auth Parc	cel Id	Owner Name	Property Address	Bill Amount	Bill Date	Adj. Amount Adj. Date	Paid Amount P	Paid Date	Code
100 9959	931	COCKRELL STEVEN JAMES			07/01/2021	0.00	0.00		PET
9961	102	COLE JEFFREY R &WF			07/01/2021	0.00	0.00		PET
9962	256	COLLINS MARK SHERWOOD			07/01/2021	0.00		8/17/2021	
9963	345	COMBS ADAM JAKE			07/01/2021	0.00	0.00	70/11/2021	PET
9963	389	COMPTON DAVID MICHAEL & WF			07/01/2021	0.00		0/08/2021	
9964	405	COMPTON WINFORD BOYD			07/01/2021	0.00		7/21/2021	
9964	425	CONDREY RAYMOND L JR			07/01/2021	0.00		8/17/2021	
9964	499	CONNOR BOBBY RANDALL			07/01/2021	0.00	0.00	14021,110	PET
9965	513	CONNOR DONALD RAY & WF			07/01/2021	0.00		2/16/2021	
9966	613	COOK DAVID ARTHUR JR			07/01/2021	0.00	0.00	2/10/2021	PET
9966	614	COOK DAVID NORMAN			07/01/2021	0.00	0.00		PET
9967	717	COCK VERNON MORRISON JR			07/01/2021	0.00		8/27/2021	
9967	755	COOMBS GEORGE FRANCIS			07/01/2021	0.00		7/28/2021	
9967		COOPER DAVID JEROME			07/01/2021	0.00		1/05/2021	
9967		COOPER JANE SLATE			07/01/2021	0.00		7/22/2021	
9968	807	COOPER ROBERT BRUCE			07/01/2021	0.00		7/19/2021	
9968		CORDTS WILLIAM ETHAN			07/01/2021	0.00		7/19/2021	
9970		CORNELIUS VERONICA JOHNSTON			07/01/2021	0.00	0.00		PET
9971		CORRELL JENNIFER MARIE						7/19/2021	
9972		CORRIHER CHARLES MONROE			07/01/2021	0.00		1/16/2021	
9972		CORRIHER CLYDE FRANKLIN JR& WF			07/01/2021	0.00		8/03/2021	
9974		CORRIHER TIMOTHY WORTH & WF			07/01/2021	0.00	0.00		PET
9974		CORRIHER TONY CHARLES & WF			07/01/2021	0.00	0.00		PET
9975		CORSON BARRY ALAN			07/01/2021	0.00	0.00		PET
9977		COWDEN JAMES CALVIN			07/01/2021	0.00		7/30/2021	
9977					07/01/2021	0.00	0.00		PET
9979		COX STANLEY KERMIT			07/01/2021	0.00	0.00		PET
9979		CRANFORD BRENDA KNAPP			07/01/2021	0.00		8/30/2021	
		CRANFORD CHARLES RICHARD JR			07/01/2021	0.00		7/28/2021	
9979		CRANFORD JAMES EVERETT JR			07/01/2021	0.00		2/09/2021	PET
9979		CRANFORD MELISSA HARDEMAN			07/01/2021	0.00	0.00		PET
9981		CRESS CAROLYN EARNHARDT			07/01/2021	0.00	0.00		PET
9982		CRIDER WILLIAM NORMAN WF			07/01/2021	0.00	-5.00 0	8/13/2021	PET
9983		CROSS KENNETH LEE & WF		5.00	07/01/2021	0.00	-5.00 0	7/19/2021	PET
9984		CROWE GWENDOLYN HOFFMAN		5.00	07/01/2021	D.00	0.00		PET
9984		CROWLEY WILLIAM ARTHUR		15.00	07/01/2021	0.00	-15.00 0	8/03/2021	PET
9986		CULP CHRISTINE C		15.00	07/01/2021	0.00	0.00		PET
9987		CURLEE OPHELIA WILLIAMS		5.00	07/01/2021	0.00	0.00		PET
9988		CUTSHAW WILLIAM L & WF		15.00	07/01/2021	0.00	-15.00 0	7/19/2021	PET
9990		DALE CAROLYN MILLER & HS		5.00	07/01/2021	0.00	-5.00 0	7/20/2021	PET
9990		DAMRON BENNIE EDWARD		5.00	07/01/2021	0.00	0.00		PET
9992		DANIELS TINA G		5.00	07/01/2021	0.00	-5.00 0	7/13/2021	PET
9992		DANIELS TINA G		5.00	07/01/2021	0.00	-5.00 0	7/13/2021	PET
9994		DAVIS CALVIN EUGENE		15.00	07/01/2021	0.00	0.60		PET
9994:		DAVIS CURTIS B		5.00	07/01/2021	0.00	-5.00 01	7/30/2021	PET
9995	520	DAVIS DONALD JEFFREY & WF		10.00	07/01/2021	0.00		0/05/2021	
9995	594	DAVIS BETTY P		15.00	07/01/2021	0.00	0.00	-,,	PET
9997		DAVIS PHILLIP LEG JR TRUSTEE			07/01/2021	0.00		8/16/2021	
9997		DAVIS RUSSELL JAY 6WF			07/01/2021	0.00		7/19/2021	
9998	354	DAY TERESA LYNN			07/01/2021	0,00	0.00		PET
9999	948	DEAL DONNIE RAY & WF			07/01/2021	0.00		8/05/2021	
99999	51	DEAL ELBERT KELLER			07/01/2021	0.00		7/30/2021	
*****								,	
TOTAL				22,000.00		20.00	-13,429.50		

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin DATE: 12/17/2021

SUBJECT: Quasi-Judicial Hearing for SUP 01-22

Russel Woolf and Danielle Soroka are requesting a special use permit to accommodate a 2,400 sq.ft. residential storage facility on Tax parcel 614 132. The proposed structure would be located on the parcel diagonally across the street from their house, and used to store personal items and for storage of their boat.

Procedural Process

- Sworn oath for those testifying
- Receive staff report
- Petitioner comments
- Public comments
- Close hearing and discuss
- Three (3) separate motions to adopt findings of fact
- Motion to approve/deny/table SUP 01-22

ATTACHMENTS:

Description	Upload Date	Type
Chairman Speech	12/17/2021	Cover Memo
Staff Report	12/17/2021	Cover Memo
GIS Map	12/17/2021	Cover Memo
Site Plan	12/17/2021	Cover Memo
Evaluation Criteria	12/17/2021	Cover Memo
application	12/17/2021	Cover Memo

SUP 01-22 CHAIRMAN'S SPEECH

The hearing for consideration of SUP 01-22 is now in session and will focus on an application submitted by Russel Woolf and Danielle Soroka to construct a residential storage facility on Tax Parcel 614 132 located in Waters Edge.

If you feel that any member of the Board may have a conflict of interest in hearing the case, please address the Board now prior to any testimony or information being presented.

When the Board enters into deliberations to decide the case, no further testimony may be presented. The Board will render one of the following three decisions:

- 1. Approve the permit as requested or with additional conditions;
- 2. Continue the request; or
- 3. Deny the request.

All parties who plan to testify in this case may come forward and be sworn in. Those who testify must state their name and address at the podium for the benefit of the Board's Clerk. All material presented must be given to the Clerk and will become part of the record. This Board can only accept **sworn** testimony. **No** hearsay evidence is admissible.

Aaron Poplin will present the case for the County.



Rowan County Planning and Development Department

402 North Main Street, Suite 204 • Salisbury, NC 28144-4341 Office: 704-216-8588 Fax: 704-216-7986

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners

FROM: Aaron Poplin, Planner DATE: December 17, 2021

RE: **SUP 01-22**

SUGGESTED BOARD OF COMMISSIONERS ACTION	
☐ Sworn oath for those testifying ☐ Receive staff report ☐ Petitioner	
comments	
separate motions to adopt findings of fact	
SUP 01-22	

Russel Woolf and Danielle Soroka are requesting a special use permit to accommodate a 2,400 sq.ft. residential storage facility on Tax parcel 614 132. The proposed structure would be located on the parcel diagonally across the street from their house, and used to store personal items and for storage of their boat.

SPECIAL USE REQUIREMENTS

Section 21-60 (10) of the Zoning Ordinance indicates residential storage facilities are subject to the following standards (staff comments in **bold text**):

- **a.** The parcel shall be in fee simple ownership. Yes, owned exclusively by Russel Woolf and Danielle Soroka.
- **b.** The structure shall be of compatible construction with surrounding area. The applicant proposes a metal building, which is a façade common to most areas of the county.
- c. The maximum size allowed is three thousand (3,000) square feet. The proposed

- building totals 2,400 sq.ft.
- **d.** No outdoor storage is allowed except as specifically provided otherwise. None proposed.
- e. Minimum lot size shall be the same as for a single-family residence. Lot size is 0.67 acres vs. minimum lot size of .46 acres (20,000 sq.ft.).
- f. Storage of vehicles shall not be in the front yard. None proposed.
- g. Outside lighting shall be designed to prevent direct glare on adjoining residences. None proposed.
- h. Setbacks shall be at a minimum the same as single family dwellings. The proposed structure complies with the required 50' front, 10' side, and 20' rear setback.

EVALUATION CRITERIA

As provided in Section 21-59, the applicant has provided responses to the evaluation criteria with staff comments indicated below.

- 1. Adequate transportation access to the site exists. The structure would be accessible from Deer Lake Run.
- 2. The use will not significantly detract from the character of the surrounding area. The proposed structure will be under both the allowed 3,000 sq.ft. limit for residential storage facilities and the 10% limit for accessory structures on residentially developed lots (2,918 sq.ft.).
- **3. Hazardous safety conditions will not result.** No hazardous safety conditions are envisioned based on the proposed use.
- 4. The use will not generate significant noise, odor, glare, or dust. Any associated impacts would be similar to that found on properties containing a residence.
- 5. Excessive traffic or parking problems will not result. N/A.
- 6. The use will not create significant visual impacts for adjoining properties or passersby. The structure will be on a wooded lot that does not have any adjoining residentially developed properties.

PROCEDURES

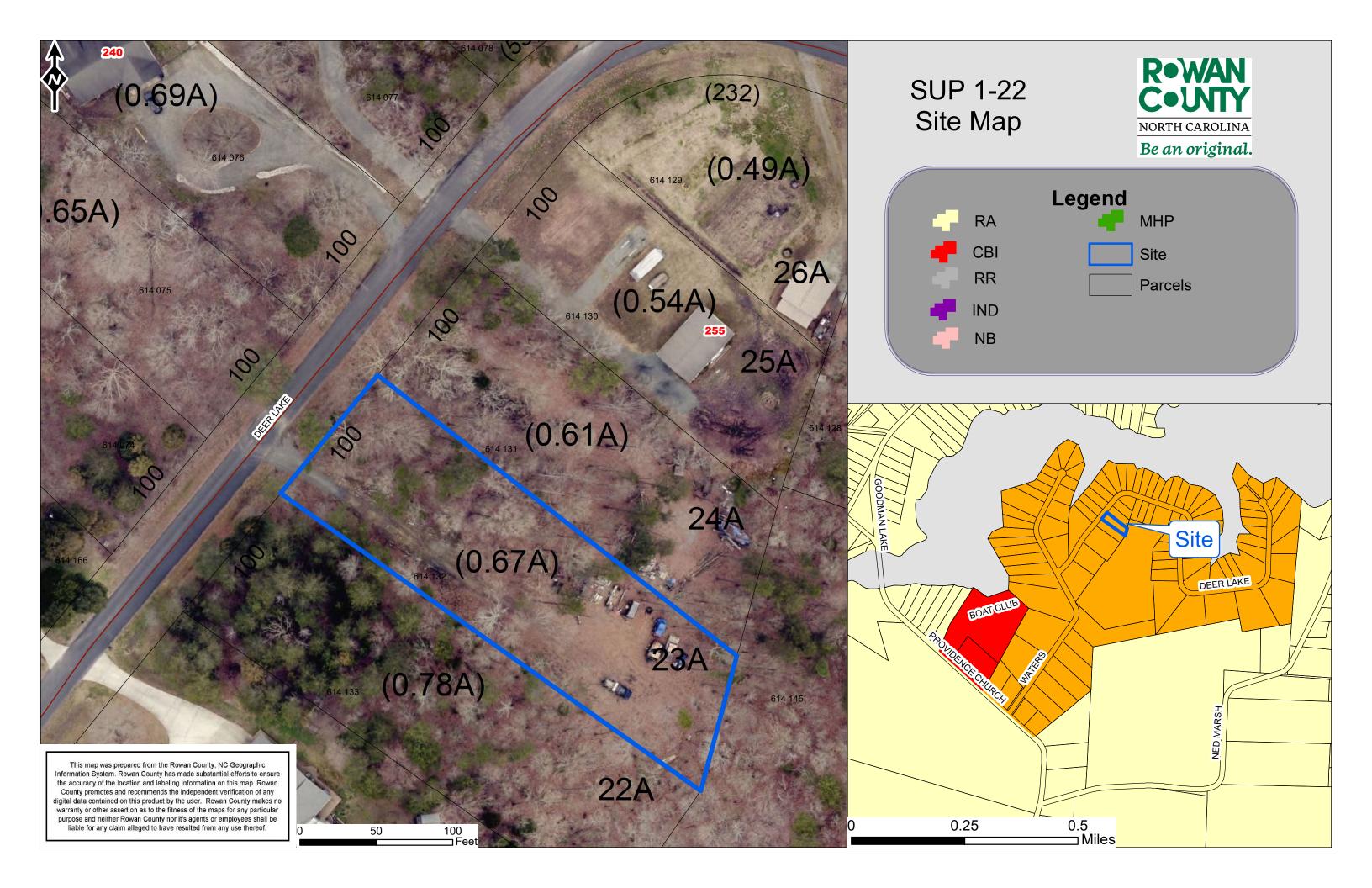
The BoC must adopt facts supporting the below findings of fact based on the above six (6) criteria:

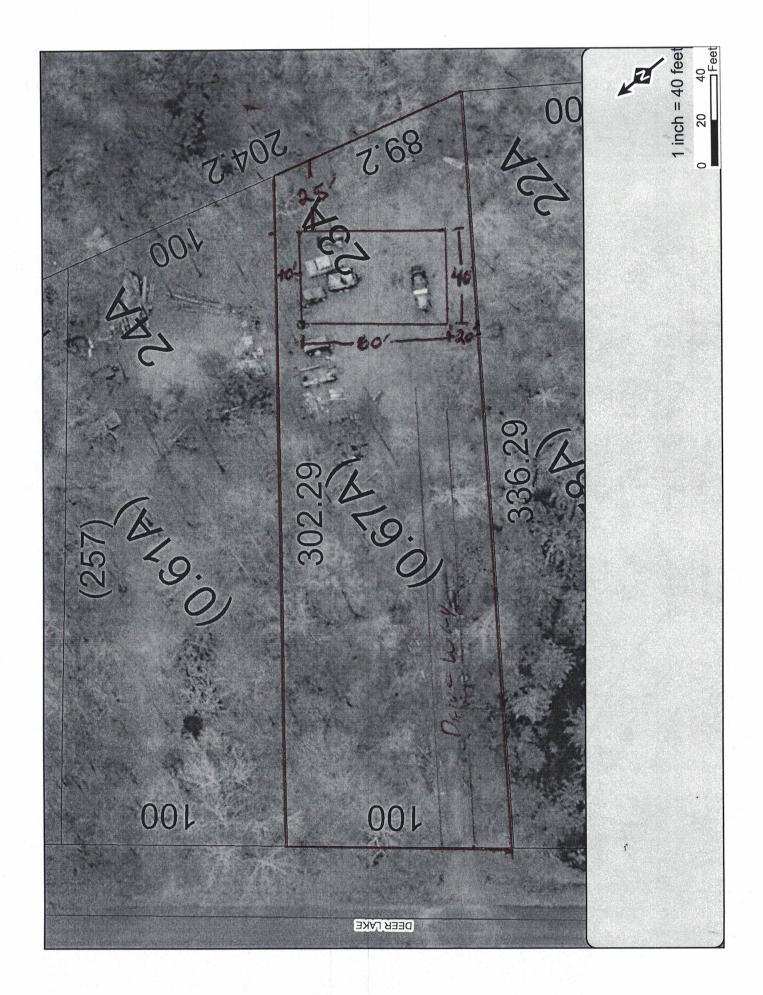
- 1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety;
- 2. That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity; and
- 3. That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

See enclosed checklist to guide decision. Planning Staff will provide example findings for consideration at the hearing.

STAFF COMMENTS

- There are a few other boat houses in Waters Edge that are on lots without houses.
- The Board of Commissioners approved a similar 2,400 Sq Ft residential storage facility in Waters Edge back in 2018. CUP 07-18





- 1. A road had been cut in to the building site.
- 2. The building will be light tan and dark brown to blend into the landscape and surroundings. Also it will be 240' from the road with mature trees surrounding the building.
- 3. This building is going to be used as a Boathouse and for personal storage. No hazardous materials will be present.
- 4. The driveway will be completely graveled. The building will be used as a Boathouse and for personal storage.
- 5. No business will be run from this site. The only traffic to the building will be me and my wife
- 6. The building will be light tan and dark brown to blend into the landscape and surroundings. Also it will be 240' from the road with mature trees surrounding the building. There are boathouse lots on either side of the lot, one partially wooded and one fully wooded with mature trees.

e

- 1. The building will only be used for a Boathouse and personal storage. No dangerous conditions will result by this building.
- 2. The property can only be used for storage and building a boathouse according to the neighborhood bi laws. The building will be built with residential attributes.
- 3. There are all shapes, sizes, and building materials used for boathouses and garages in this neighborhood. It will be a pleasant looking building with a residential feel.



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 #	SUP	0)	-55
Date Filed	11/	29)	15
Received By	Ao	in	
Amount Paid	57	00	
Offic	ce Use	Only	

SPECIAL USE PERMIT APPLICATION —
OWNERSHIP INFORMATION:
Name: Russell Woolf & Danielle Soroka
Signature:
Phone: 704-236-7338 Email: russellwoolf@bellsouth.net
Address: 240 Deer Lake Run, Salisbury, NC 28146
APPLICANT / AGENT INFORMATION:
Name: Russell Woolf
Signature:
Phone: 704-236-7338 Email: russellwoolf@bellsouth.net
Address: 240 Deer Lake Run, Salisbury, NC 28146
PROPERTY DETAILS:
Tax Parcel: 614133 ST Zoning District: RS-3 RESIDENTIAL SUB-COUNTY
Date Acquired: 11/03/2021 Deed Reference: Book 1346 Page 216
Property Location: L23A WATERS EDGE SEC 2
Size (sq. ft. or acres): 0.65 Street Frontage: 100'
Current Land Use: Vacant
Surrounding Land Use: North Vacant Lot
South Vacant Lot
East Vacant Lot
West Vacant Lot

PURPOSE & SECTION:
State purpose of special use permit: 40' x 60' Boat House
Cite section(s) of Zoning Ordinance which permit is being requested: Residential
ATTACHED DOCUMENTS:
Applicant must a site plan based on information required in Section 21-52. Attached: Yes No No
Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.
OFFICIAL USE ONLY
1. Signature of Coordinator: 2. Board of Commissioners
Public Hearing:/ 3. Notifications Mailed:/ 4. Property Posted:

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 DATE: December 22, 2021

SUBJECT: Quasi-Judicial Hearing for SUP 01-18 Amendment: Cellco Partnership

On behalf of Cellco Partnership d/b/a Verizon Wireless, Baker, Donelson, etal. PC is requesting a special use permit to accommodate a 165 foot wireless support structure (a.k.a cell tower) on a 24 acre tract identified as Rowan County Tax Parcel 422-179 located at 280 Rimer Road Salisbury. Verizon Wireless has an identified need to improve coverage and capacity within the Mt. Hope Church Road area southwest of the Town of Faith they determined could be accomplished by the construction of a new tower at the requested location. An identical request was approved by the Board of Commissioners on March 19, 2018 but expired due to the lack of a zoning permit being issued within two (2) years of approval (see enclosed certificate of approval).

- 1. After chairman statement, sworn oath to those testifying
- 2. Receive staff report
- 3. Petitioner statements, if any
- 4. Statements by others sworn in
- 5. Close hearing
- 6. Consider 3 findings of fact with separate motions on each
- 7. Motion to approve or deny SUP 01-18 Amendment.

ATTACHMENTS:

Description	Upload Date	Type
BOC Chairman's Speech	12/22/2021	Exhibit
Staff Report	12/22/2021	Exhibit
Applicant Information Binder	12/22/2021	Exhibit
Consultant Review	12/22/2021	Exhibit
GIS Map	12/22/2021	Exhibit
CUP 01-18 Certificate of Approval	12/22/2021	Exhibit

SUP 01-18 Amendment CHAIRMAN'S SPEECH

The hearing for consideration of amending SUP 01-18 is now in session and will focus on an application submitted on behalf of Cellco Partnership to construct a 165 foot wireless support structure on Tax Parcel 422-179 located at 280 Rimer Road.

If you feel that any member of the Board may have a conflict of interest in hearing the case, please address the Board now prior to any testimony or information being presented.

When the Board enters into deliberations to decide the case, no further testimony may be presented. The Board will render one of the following three decisions:

- 1. Approve the permit as requested or with additional conditions;
- 2. Continue the request; or
- 3. Deny the request.

All parties who plan to testify in this case may come forward and be sworn in. Those who testify must state their name and address at the podium for the benefit of the Board's Clerk. All material presented must be given to the Clerk and will become part of the record. This Board can only accept **sworn** testimony. **No** hearsay evidence is admissible.

Shane Stewart will present the case for the County.



Rowan County Planning and Development Department

402 North Main Street, Suite 204 • Salisbury, NC 28144-4341 Office: 704-216-8588 Fax: 704-216-7986

MEMORANDUM

TO: Rowan County Board of Commissioners

FROM: Shane Stewart DATE: December 21, 2021

RE: **SUP 01-18 Amendment**

SUGGESTED BOARD OF COMMISSIONERS ACTION		
☐ Sworn oath for those testifying ☐ Receive staff report ☐ Petitioner		
comments Testimony from others Close hearing and discuss		
☐ Three separate motions to adopt findings of fact ☐ Motion to Approve /		
Deny / Table SUP 01-18 Amendment		

On behalf of Cellco Partnership d/b/a Verizon Wireless, Baker, Donelson, etal. PC is requesting a special use permit to accommodate a 165 foot wireless support structure (a.k.a cell tower) on a 24 acre tract identified as Rowan County Tax Parcel 422-179 located at 280 Rimer Road Salisbury. Verizon Wireless has an identified need to improve coverage and capacity within the Mt. Hope Church Road area southwest of the Town of Faith they determined could be accomplished by the construction of a new tower at the requested location. An identical request was approved by the Board of Commissioners on March 19, 2018 but expired due to the lack of a zoning permit being issued within two (2) years of approval (see enclosed certificate of approval).

TELECOMMUNICATION REGULATIONS

Federal and state laws recognize the development of wireless service infrastructure as necessary in maintaining the public health and safety through communication services for the general public,

government agencies, and first responders. As a result, clear regulatory boundaries are established for local governments to regulate wireless service providers, which ensure a better understanding of expectations and timeline for obtaining approvals for the wireless service industry. North Carolina General Statute (NCGS) sections 160D-930 through 938

indicates local regulations may consider public safety, land use, aesthetics, land use based location priorities, design, dimensional standards, and consideration of existing facilities within the applicant's search ring. Alternately, local governments are prohibited from requiring information concerning the applicant's service area, customer demand, quality of service, or other information deemed proprietary.

SPECIAL USE REQUIREMENTS

Section 21-60 (4) of the Zoning Ordinance indicates new wireless support structures are subject to the below standards identified in **bold text** followed by staff comments with references to the applicant's information binder. Note, most of

the binder information remains unchanged from the 2018 application.

- 1. New Wireless Support Structures. Applicants are encouraged to first investigate co-location opportunities on existing wireless support structures followed by consideration of preferred sites that minimize the impact on the North Carolina Scenic Byway corridor within the search ring. Site acquisition consultant John Yeagley with Chase Real Estate Services certified that no towers or alternative buildings / structures were identified within the search area [see PDF pages 70 & 71 of the attached binder]. Using GIS, staff, to the best of their ability, likewise did not identify any "preferred sites" within the search ring.
- 2. Completed Application to Include the Following:
 - a. Site plan containing information from section 21-52 and 21-60 (4) A 3 i
 v. All required information from these sections is noted on the site plan [see PDF pages 25-61 in binder].
 - b. Photo simulations of tower. Michael Gould, owner of Gould Digital Imaging, performed a "balloon test" in 2017 to simulate the limits of the proposed 165 foot tower and captured photographs from six (6) locations in the vicinity. Verizon Wireless mirrored the balloon test images with photo simulations from the same locations to also project the appearance of the proposed tower. Based on current tree coverage within the general vicinity, the tower would be well visible along portions of Rimer / Parks Rd. and, to a lesser degree, Mt. Hope Church Rd. south of the intersection of Pop Stirewalt Rd. and south of the intersection of Parks Rd. [see PDF pages 121-132 in binder].
 - c. Tower capable of accommodating five (5) users and co-location policy. The applicant acknowledges the proposed monopole tower must be designed to accommodate a total of five (5) potential carriers referenced on PDF page 72 in binder].
- 3. Tower heights and types. The proposed 165 foot monopole tower with a four (4) foot lightning rod is well under the Rural Agricultural (RA) district allowable height limit of 199 feet [see PDF page 49 in binder].
- 4. Provisions for tower safety. David Hill, Professional Engineer with Saber

Industries, indicates his office is prepared to certify a specific tower design that, if failure occurred, the tower would fall within fifty (50) feet of the tower base (also within the lease area) [see PDF pages 142 and 33].

- 5. Retention of consultant. Through an applicant reimbursement process, Rowan County utilizes the services of City Scape Consultants to review telecommunication tower requests. City Space indicated neither of the two (2) nearest towers located outside the applicant's search would, in their opinion, meet Verizon's needs. Their findings concur with the applicant's justification for the tower location and height [see attachment "Consultant Review"].
- 6. Obstruction lighting and marking. The proposed monopole design will contain a galvanized finish as required by the Zoning Ordinance and will not require lighting or special marking by the Federal Aviation Administration (FAA). The proposed tower is not located within the Airport Zone Overlay (AZO) for the Mid Carolina Regional Airport.
- **7. FCC license.** Verizon Wireless is licensed by the Federal Communications Commission (FCC) to provide wireless communication services.

EVALUATION CRITERIA

As provided in Section 21-59, the applicant provided their responses to the evaluation criteria with staff comments indicated below [see PDF pages 15-18 of

the attached binder].

- 1. Adequate transportation access to the site exists. This parcel has 30 feet of frontage on Rimer / Parks Road (SR#s 2600 and 2558 respectively) and an existing driveway that serves a storage building. After construction, the facility would only receive routine maintenance trips, which would add a nominal number of trips to Rimer Road.
- 2. The use will not significantly detract from the character of the surrounding area. According to GIS data, 66 towers are located within Rowan County many of which blend reasonably well within their surroundings. Much like electrical transmission lines and water towers, these towers play an important role in maintaining public health and safety but contain visual impacts that are difficult if not impossible to address but nonetheless have become fixtures in the built environment. Monopole towers less than 199 feet in height are permitted in 98% of the county's zoning jurisdiction subject to a special use permit, a process that assumes the use is generally compatible with surrounding properties.
- **3. Hazardous safety conditions will not result.** In the unlikely event of tower failure, the structure would be certified by a North Carolina Professional Engineer to fall within the lease area. This would be a condition of approval.

- 4. The use will not generate significant noise, odor, glare, or dust. Wireless towers do not create significant levels of noise, odor, glare (non-lighted tower), or dust (gravel driveway).
- 5. Excessive traffic or parking problems will not result. Telecommunication towers are unmanned land uses that do not generate much traffic outside of periodic maintenance estimated at one (1) trip per month according to the applicant.
- **6.** The use will not create significant visual impacts for adjoining properties or passersby. Wireless support structures are similar to solar energy systems in that visibility is the primary impact associated with the use. This monopole tower will not have lighting or special markings, be located approximately 1,450 feet off Rimer Rd., 760 feet from the nearest residence, and surrounded by a large wooded (at present time) area on all sides. As evidenced from the balloon test and photo simulations, the proposed tower would be visible along portions of Rimer / Parks Roads and two (2) small sections of Mt. Hope Church Rd. Since trees may be timbered at any point, caution should be used in any reference to findings regarding current vs. future site condition.

PROCEDURES

The BoC must adopt facts supporting the below findings of fact based on the above six (6) criteria:

- 1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety;
- 2. That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity; and
- 3. That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

See enclosed Certificate of Approval from the previous request, which contains findings of fact that may be used.

STAFF COMMENTS

Based on the information received and consultant review, this request, subject to the below conditions of approval, meets the standards for approval. If approved, staff offers

the following conditions for consideration:

1. Subject to compliance with all plans and supporting document packages received from Baker, Donelson et al. PC updated on December 15, 2021;

- 2. Subject to compliance with applicable FAA, FCC, State Historic Preservation Office (SHPO), and NCDOT standards;
- 3. Prior to permitting, applicant shall provide certification by a North Carolina Professional Engineer the proposed tower would fall within the lease area, comply with ANSI/TIA-222G, and be designed to accommodate a total of five (5) carriers;
- 4. All current and future feed cables lines shall be installed within the support structure all access ports sealed to prevent wildlife intrusion; and
- 5. If an emergency power backup generator is to be used, the noise level shall not exceed 65 decibels at the nearest property edge. Testing shall be limited to the hours between 9:00 AM and 4:00 PM (Monday through Friday).

CELLCO BINDER DETAILS

<u>Topic</u>	<u>Pages</u>
• Statement of Compliance with Ordinance Details	4-18
Evaluation Criteria	15-18
Network Objective	22 & 23
• Search Area	24
• Site Plan	25-16
Statement Regarding Search Area	70-71
Compliance with Future Co-locations	72
Aerospace Study	73-75
Real Estate Impact Study	81-119
Balloon Test / Photo Simulations	121-132
NEPA Review	133-141

APPLICATION FOR ZONING APPROVAL BY CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE CONSTRUCTION OF A WIRELESS COMMUNICATIONS TOWER AND RELATED APPURTENANCES

(MOUNT HOPE SITE)

(SITE ADDRESS: 280 RIMER ROAD, SALISBURY, NORTH CAROLINA 28146)

Submitted by:

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
W. Lee Taylor, III, Esquire
Attorney to Verizon Wireless
1600 West End Avenue, Suite 2000
Nashville, Tennessee 37203
615.726.5757

Itaylor@bakerdonelson.com



1501 MAIN STREET SUITE 310

COLUMBIA, SC 29201
PHONE: 803.251.8800
FAX: 803.753.0011
www.bakerdonelson.com

December 15, 2021

VIA FEDERAL EXPRESS AND EMAIL

Rowan County Planning & Development ATTN: Ed Muire, Planning & Development Director 402 N. Main Street, Room 204 Salisbury, NC 28144

Re: APPLICATION FOR ZONING APPROVAL BY CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE CONSTRUCTION OF A WIRELESS COMMUNICATIONS TOWER AND RELATED APPURTENANCES

(MOUNT HOPE SITE / 3000001. 103001)

(SITE ADDRESS: 280 RIMER ROAD, SALISBURY, NORTH CAROLINA 28146)

Dear Mr. Muire:

I hope this letter finds you well. Please find enclosed Verizon Wireless' Conditional Use Permit application (the "Application") for the proposed wireless communications facility in Rowan County, North Carolina at the above-referenced location. Also enclosed are an additional copy of the zoning application and two additional copies of the site plans. An electronic version of the Application, site plan, and supporting documents will be sent to you as well. Please advise at your first convenience whether any additional information is needed for the Application to be deemed complete. We will assume it is sufficiently complete unless we hear from you otherwise.

Please also find enclosed a check for \$5,000.00 representing the New Telecommunications Tower application fee and a check for \$200.00 representing the Conditional Use Permit application fee made payable to Rowan County.

Thank you for your time and attention to this matter. If you have any questions or comments, or need any additional information, please do not hesitate to contact me. I look forward to hearing from you soon.

Best regards,

W. W. byto W

APPLICATION FOR ZONING APPROVAL BY CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE CONSTRUCTION OF A WIRELESS COMMUNICATIONS TOWER AND RELATED APPURTENANCES

MOUNT HOPE SITE

TABLE OF CONTENTS

- 1. CERTIFICATE OF COMPLIANCE PREPARED BY BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC
- 2. ROWAN COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT CONDITIONAL USE PERMIT APPLICATION SIGNED BY DEBBIE L. CRADDOCK AND PATRICIA L. MOORE
- 3. AUTHORIZATION TO ACT AS AGENT SIGNED BY DEBBIE L. CRADDOCK AND PATRICIA L. MOORE
- NETWORK OBJECTIVE STATEMENT SIGNED BY ASHUTOSH PANDEY,
 RADIO FREQUENCY ENGINEER FOR VERIZON WIRELESS
- 5. SEARCH AREA MAP
- 6. SITE SURVEY AND ZONING DRAWINGS PREPARED BY KIMLEY-HORN & ASSOCIATES. INC.
- 7. SITE IMAGES
- 8. INABILITY TO COLLOCATE STATEMENT AND FACILITY SITING CERTIFICATION SIGNED BY JOHN YEAGLEY, SITE ACQUISITIONS MANAGER FOR CHASE REAL ESTATE SERVICES
- FUTURE COLLOCATION CERTIFICATION SIGNED BY MICHAEL HAVEN,
 REAL ESTATE MANAGER FOR VERIZON WIRELESS
- AIRSPACE STUDY PREPARED BY FEDERAL AIRWAYS & AIRSPACE
- 11. FCC LICENSES FOR ROWAN COUNTY, NORTH CAROLINA
- 12. NIER STATEMENT SIGNED BY ASHUTOSH PANDEY, RADIO FREQUENCY ENGINEER FOR VERIZON WIRELESS
- 13. REAL ESTATE IMPACT STUDY PREPARED BY MICHAEL BERKOWITZ
- 14. BALLOON TEST REPORT PREPARED BY MICHAEL GOULD, OWNER AND OPERATOR OF GOULD DIGITAL IMAGING
- 15. PHOTO SIMULATIONS PREPARED BY MICHAEL GOULD, OWNER AND OPERATOR OF GOULD DIGITAL IMAGING
- 16. NEPA CHECKLIST PREPARED BY S&ME, INC.
- ENGINEERING FALL ZONE CERTIFICATION BY DAVID HILL. P.E.

STATEMENT OF COMPLIANCE WITH THE ROWAN COUNTY ZONING ORDINANCE

Verizon Wireless is required to obtain a Conditional Use Permit from the Rowan County Board of Commissioners for a new 165' monopole wireless communications tower with a four foot lightning rod and associated equipment structures pursuant to Sections 21-60(3), 21-52, 21-58(a-e), and 21-59 of the Rowan County Zoning Ordinance. The proposed tower is located on property owned by Debbie L. Craddock and Patricia L. Moore. The proposed tower will be located at 280 Rimer Road on a property that is zoned RA. Verizon Wireless fully complies with the Conditional Use Permit standards set forth in the Ordinance and respectfully requests that the proposed tower be approved.

- I. <u>Section 21-60(3) Transportation, communications, electric, gas and sanitary services group: Communications and Wireless support structures.</u> Verizon Wireless fully complies with the applicable standards set forth in the Ordinance as follows:
 - a. New wireless support structures. For all new wireless support structures, the county encourages the applicant to investigate preferred sites and those locations that minimize the impact to the North Carolina Scenic Byway corridor. In the event the new wireless support structure cannot be located at a preferred site, evidence that the applicant has investigated the possibilities for co-location on an existing wireless support structure shall be presented with its application. At a minimum the evidence should contain:
 - 1. Copies and responses of certified letters sent to owners/operators of all existing towers and structures with telecommunications facilities within the search ring of the proposed site, requesting the following information:
 - i. Height above ground and sea level.
 - ii. Existing tenants, including any telecommunication service providers and planned tower use.
 - iii. Whether the existing site could accommodate the addition of their wireless facilities.
 - iv. If the addition of their wireless facilities cannot be accommodated, an assessment of whether the existing site could be upgraded and a general description of the means and projected costs of shared use of the tower.
 - Acknowledged and agreed. There are no preferred sites, existing
 towers or alternative buildings or structures upon which to collocate
 within the search area in which Verizon Wireless' equipment must
 be located to function as intended. Therefore, co-location is not
 possible and construction of the new Mount Hope tower is
 necessary. Please refer to the Inability to Collocate Statement and

Facility Siting Certification signed by John Yeagley, Site Acquisitions Manager for Chase Real Estate Services, attached hereto as Exhibit 8. Please also refer to the Search Area Map, attached hereto as Exhibit 5. Lastly, please refer to the Network Objective Statement signed by Ashutosh Pandey, Radio Frequency Engineer for Verizon Wireless, attached hereto as Exhibit 4.

- 2. Inventory of all preferred sites, and alternative tower structures considered within the search ring, including specific analysis of each preferred site and alternative tower structure outlining positive and negative aspects for utilizing.
 - Acknowledged and agreed. There are no preferred sites or alternative tower structures within Verizon Wireless' search area. Therefore, co-location is not possible and construction of the new Mount Hope tower is necessary. Please refer to the Inability to Collocate Statement and Facility Siting Certification signed by John Yeagley, Site Acquisitions Manager for Chase Real Estate Services, attached hereto as Exhibit 8. Please also refer to the Search Area Map, attached hereto as Exhibit 5. Lastly, please refer to the Network Objective Statement signed by Ashutosh Pandey, Radio Frequency Engineer for Verizon Wireless, attached hereto as Exhibit 4.
- 3. A completed application for a new wireless support structure shall include:
 - i. Two copies of a site plan registered professional engineer or a professional land surveyor as provided in section 21-52.
 - Acknowledged and agreed. Please refer to the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.
 - ii. Topography information for the equipment compound and fall zone including base elevation of wireless support structure or alternative tower structure.
 - Acknowledged and agreed. Please refer to Sheet 3 of the Site Survey and Pages C8 through C8.5 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.
 - iii. Tower height and height of antenna location (if different).
 - Acknowledged and agreed. The proposed tower height is 165 feet and the proposed height of the antennas is 160 feet. Please refer to Page C13 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.

- iv. Setbacks including ingress and egress easements, fall zone, fencing and screening requirements found in section 21-215(1)b.1.-3.
 - Please refer to Pages C0, C1, C2, and C7 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6, demonstrating the setbacks, fall zone, and fencing for the facility. Section 21-219 of the Ordinance states that the landscaping requirements of Section 21-215 shall not apply if an existing adjacent principal or accessory structures and the proposed structure are separated by a distance of 200 feet or more. Because the proposed tower will be separated from existing structures by a distance greater than 200 feet, landscaping is not required. Additionally, the facility will be surrounded by existing dense vegetation that will be retained to the maximum extent possible that will provide a screen meeting the requirements in Section 21-215(1)b.1-3. Please also refer to the Site Images, attached hereto as Exhibit 7.
- v. Adjacent land uses and the separation distance from antenna facility to the nearest occupied residential dwelling.
 - Acknowledged and agreed. Please refer to Page C1 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.
- 4. Using the latitude and longitude of the proposed wireless support structure location as a fixed point, obtain actual photographs of the site that present a 0 degree (north); 90 degree (east); 180 degree (south); 270 degree (west) perspective toward the fixed point from the nearest North Carolina DOT maintained roads in relation to the site.
 - Acknowledged and agreed. Please refer to the Balloon Test Report prepared by Michael Gould, Owner and Operator of Gould Digital Imaging, attached hereto as Exhibit 14.
- 5. Utilizing each of the photographs from item 4 above, create a simulated photographic image of the proposed wireless support structure or antenna addition to an alternative tower structure from each of the perspectives referenced above depicting the tower at a scale relative to its surroundings with specific regard to height and width.
 - Acknowledged and agreed. Please refer to the Photo Simulations, prepared by Michael Gould, Owner and Operator of Gould Digital Imaging, attached hereto as Exhibit 15.
- 6. Engineering report certifying the tower is compatible for co-location with a

minimum of five (5) compatible users including the primary user and copy of colocation policy.

- As shown on Page C13 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6, the proposed tower will be designed to accommodate five users. Please also refer to the Future Collocation Certification, signed by Michael Haven, Real Estate Manager for Verizon Wireless, attached hereto as Exhibit 9. An engineering report certifying the tower is compatible for co-location cannot be provided until the tower is ordered from the manufacturer, which is typically done after zoning approval. Verizon Wireless respectfully requests that this documentation be made a condition of zoning approval to be submitted before the issuance of a building permit.
- b. *Tower heights and types*. To maintain the character of the rural areas of the county and allow for placement in the commercial and industrial areas of the county, new wireless support structures will be regulated in the following manner:
 - 1. Rural Agricultural (RA), Rural Residential and Neighborhood Business (NB) districts. Monopole not to exceed one hundred ninety-nine (199) feet based on five (5) co-located antenna arrays.
 - Acknowledged and agreed. The subject property is zoned RA. As shown on Page C13 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6, the proposed tower will be a 165-foot monopole tower and will be designed to accommodate five (5) users. Please also refer to the Future Collocation Certification, signed by Michael Haven, Real Estate Manager for Verizon Wireless, attached hereto as Exhibit 9.
 - 2. Commercial, business, industrial (CBI), Industrial (IND), 85-ED-1, 85-ED-2, 85-ED-3, and 85-ED-4. Monopole or lattice tower not to exceed two hundred fifty (250) feet based on six (6) co-located antenna arrays.
 - Because the proposed tower is zoned RA, this subsection does not apply.
 - 3. Requirements 1. and 2. of this subsection may be modified by the board of commissioners based upon:
 - i. Evidence presented by the applicant that demonstrates a height increase is in the interest of public safety or is necessary to provide the applicant's designed service.
 - ii. An alternative design would better blend into the surrounding environment regardless of zoning district.

- Because the proposed tower meets the requirements of subsection 1 regulating towers in the RA district, these subsections do not apply.
- c. Provisions for tower safety. New towers must either be so designed as to land upon its own property or lease area in the event of a fall as certified by a North Carolina registered professional engineer or have a minimum lot size or lease area no less than ten thousand (10,000) square feet and have an accompanying fall zone easement equal to the tower height plus ten (10) feet. New composite tower shall, at a minimum, fully loaded, comply with TIA/EIA-222F.
 - Verizon Wireless' proposed lease area is 10,000 square feet. The tower will have a
 50-foot engineered fall zone radius such that, in the unlikely event of tower failure,
 the tower will fall within Verizon Wireless' lease area. Please refer to Page C1 of
 the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc.,
 attached hereto as Exhibit 6 and Exhibit 17 Engineering Fall Zone Certification.
- d. Retention of consultant. The county may elect to retain a consultant or professional services to review the application and make determinations and recommendations on relevant issues including, but not limited to, verification of the applicant's due diligence, analysis of alternatives and compliance with state and federal rules and regulations. The applicant shall pay any expense for consulting or professional services in excess of the application fee. The county shall require any consultants to disclose any potential conflicts of interest and to hold confidential any proprietary information supplied by the applicant. At the request of the applicant, the zoning administrator shall arrange an informal consultation with the applicant to review the consultant's report prior to any public hearing on the application. All determination costs not excluded by NCGS 153A- 349.52(f) are reimbursable by applicant.
 - Acknowledged and agreed.
- e. Obstruction lighting and marking. Wireless support structures located within the county's airport zone overlay may exhibit obstruction lighting and marking in accordance with the Federal Aviation Administration standards. All other towers shall be of galvanized finish, or painted with a rust protective paint of an appropriate color to harmonize with the surroundings as approved by the board of commissioners. Requirements of this subsection may be modified by the board of commissioners based upon an increase in tower height or location in another jurisdiction's regulated air space or in the interest of public safety.
 - Acknowledged and agreed. The proposed tower will not be located within the county's airport zone overlay. As shown on Page C13 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6, the proposed tower will be constructed of galvanized steel, gray in color, in order to blend with the changing color of the sky. As demonstrated by the Airspace Study, prepared by Federal Airways & Airspace, attached hereto as Exhibit 10,

notice to the FAA is not required and the tower will not be lighted.

- f. FCC license required. The applicant for a new wireless telecommunication facility must be currently licensed by the FCC to provide fixed or mobile wireless communication services, or if the applicant is not such an FCC licensee, must demonstrate that it has binding commitments from one (1) or more FCC licensees to utilize the wireless telecommunication site once constructed.
 - Acknowledged and agreed. Please refer to the FCC Licenses for Rowan County, NC, attached hereto as Exhibit 11.
- II. <u>Section 21-52 Site Plan Required.</u> Verizon Wireless fully complies with the applicable standards set forth in the Ordinance as follows:

Site plans are necessary to demonstrate the proposed use of land and / or structures will comply with the specifications set forth in this chapter prior to the issuance of a zoning permit. All non-residential uses shall submit a site plan containing the following information in addition to other standards required by this chapter:

- (1) Zone lot with dimensions and development setbacks;
 - Acknowledged and agreed. Please refer to Sheets 1 through 3 of the Site Survey and Page C1 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.
- (2) Tax parcel number;
 - Acknowledged and agreed. The tax parcel number of the subject property is 422 179. Please refer to Page T1 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit
- (3) Property address;
 - Acknowledged and agreed. The property address is 280 Rimer Road, Salisbury, North Carolina 28146. Please refer to Page T1 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.
- (4) Adjoining deeded properties and their uses;
 - Acknowledged and agreed. Please refer to Page C1 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.
- (5) Existing structures;

 Acknowledged and agreed. Please refer to Page C1 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.

(6) Proposed structure with size;

 Acknowledged and agreed. The proposed structure is a 165-foot monopole wireless communication tower with a four-foot lightning rod. Please refer to Page C13 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.

(7) Proposed use;

• Acknowledged and agreed. The proposed use is a wireless communication tower. Please refer to Pages T1 and C13 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.

(8) Number of employees, if applicable;

• The proposed facility will be unmanned with only periodic maintenance on average one time per month by one employee. Please refer to Page T1 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.

(9) Hours of operation, if applicable;

• The proposed facility will be unmanned with only periodic maintenance on average one time per month by one employee. The facility will operate 24 hours a day, seven days a week. Please refer to Page T1 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.

(10) Off-street parking, loading and unloading, access to existing streets;

• Acknowledged and agreed. The proposed facility will have an access road and a 30' x 60' parking area and vehicle turnaround area at the entrance to the facility. Access to the site will be from the Rimer Road public right-of-way via a 12-foot wide road to be installed by Verizon Wireless to the entrance of the facility. Please refer to Pages C1 and C2 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.

(11) Easements and rights-of-way;

- Acknowledged and agreed. Access to the site will be from the Rimer Road public right-of-way. Verizon Wireless will have a 30-foot wide access and utilities easement from Rimer Road to the facility. Please refer to Page C1 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.
- (12) All pertinent development requirements of this chapter;
 - Acknowledged and agreed. Please refer to the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.
- (13) Any additional information required by the zoning administrator to assess the merits of the application, including but not limited to traffic impact analysis, environmental impact statements;
 - To-date, the zoning administrator has not requested any additional information.

(14) Floodplains;

- The proposed facility is not located within a 100-year floodplain. Please refer to the NEPA Summary, attached hereto as Exhibit 16.
- (15) Name, location and dimension of any proposed streets, drainage facilities, parking areas, recreation areas, required yards, required turnarounds as applicable;
 - The proposed facility will have a 30' x 60' parking area and vehicle turnaround area at the entrance to the facility. Please refer to Page C2 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.

(16) Screening & Buffering, if applicable;

• Section 21-219 of the Ordinance states that the landscaping requirements of Section 21-215 shall not apply if an existing adjacent principal or accessory structures and the proposed structure are separated by a distance of 200 feet or more. Because the proposed tower will be separated from existing structures by a distance greater than 200 feet, landscaping is not required. Additionally, the facility will be surrounded by existing dense vegetation that will be retained to the maximum extent possible that will provide a screen meeting the requirements in Section 21-215(1)b.1-3. Please refer to Pages C8 through C8.5 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6. Please also refer to the Site Images, attached hereto as Exhibit 7.

(17) Zoning District;

- Acknowledged and agreed. The zoning district of the proposed subject property is RA. Please refer to Page T1 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.
- (18) Proposed phasing, if applicable;
 - Not applicable.
- (19) This required site plan shall be in sufficient detail to allow the zoning administrator to reasonably understand the proposed development. The scale shall be one (1) inch equals one hundred (100) feet or greater for zone lots three (3) acres or less in size, or one (1) inch equals two hundred (200) feet for zone lots more than three (3) acres in size.
 - Acknowledged and agreed. Please refer to Sheets 1 through 3 of the Site Survey and Page C1 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.
- III. <u>Section 21-58 Review Procedures.</u> Verizon Wireless fully complies with the applicable standards set forth in the Ordinance as follows:
 - (a) Submission. Applications for conditional use permits shall be submitted to the county planning department accompanied by a nonrefundable fee set by the county board of commissioners. Once received, the Planning Director shall review the request and, if deemed complete, submit a recommendation to the Board of Commissioners to schedule a public hearing regarding the request. Incomplete applications will be returned to the applicant with the deficiencies noted.
 - Acknowledged and agreed. A check in the amount of \$5,000.00 and a check in the amount of \$200.0 made payable to Rowan County is enclosed with this application.
 - (b) Conditional use review. Planning staff shall prepare and present a report on the application to the board(s) reviewing the application. The board shall evaluate the application with reference to applicable conditions contained in this section as well as general criteria contained in this chapter. When deciding conditional use permits, the board of commissioners shall follow quasi-judicial procedures. The board of commissioners may impose reasonable and appropriate conditions upon the conditional use permit that support the findings found in this article.
 - Because these standards refer to the responsibilities of the County, this subsection is not applicable.

- (c) *Site plan required*. Application for conditional use permit review shall require a site plan as provided in section 21-52 of this article. The planning director may also require additional information reasonably required to review the development proposal.
 - Acknowledged and agreed. Please refer to the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.
- (d) *Oath.* All evidence presented at the public hearing with regard to applications for conditional use permits shall be under oath.
 - Acknowledged and agreed.
- (e) *Required findings*. All decisions regarding a conditional use permit application shall not be approved or denied unless each of the following findings has been made:
 - (1) The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety;
 - Acknowledged and agreed. The proposed tower, if located, developed, and operated according to the plans submitted herewith, will not materially endanger the public health or safety. The proposed facility will be constructed and operated in accordance with all applicable Federal, state, and local laws and ordinances including, but not limited to the Federal Communications Commission (FCC) and Federal Aviation Administration (FAA) rules and guidelines. The facility will be secured by an 8-foot tall locked fence, topped with three strands of barbed wire. The tower will have a 50-foot engineered fall zone radius such that in the unlikely event of tower failure, the tower will fall within Verizon Wireless' lease area. Please refer to the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6. Please also refer to the Airspace Study prepared by Federal Airways & Airspace, attached hereto as Exhibit 10. Please also refer to the NIER Statement signed by Ashutosh Pandey, Radio Frequency Engineer for Verizon Wireless, attached hereto as Exhibit 12. Please refer to the NEPA Summary prepared by S&ME, attached hereto as Exhibit 16.
 - (2) That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity; and
 - Acknowledged and agreed. The proposed tower will not substantially injure the value of adjoining or abutting property. Michael Berkowitz, Certified Real Estate Appraiser, performed a real estate impact study for the proposed tower and concluded that, in his expert opinion, the proposed tower would not substantially injure the value of adjoining or abutting

property. Please refer to the Real Estate Impact Study prepared by Michael Berkowitz, attached hereto as Exhibit 13.

Additionally, the proposed tower is a public necessity. The proposed tower will provide necessary wireless telecommunication capacity and coverage in the area. Improved wireless capacity and coverage will promote public welfare as it will aid the citizens of Rowan County in contacting 911 from mobile devices in emergencies. Furthermore, a growing number of Americans live in wireless-only households. According to the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Health Statistics, as of late 2016, the majority of American homes only have wireless telephones.¹ Additionally, more than 70% of all adults between the ages of 25-34 and of adults renting homes live in wireless-only households.² Thus, wireless service has become a necessity to the majority of Americans in order to communicate in emergencies and on a day-to-day basis. Please refer to the Network Objective Statement signed by Ashutosh Pandey, Radio Frequency Engineer for Verizon Wireless, attached hereto as Exhibit 4.

- (3) That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.
 - Acknowledged and agreed. The property is zoned RA, as are all adjacent properties and the majority of properties in the general vicinity. Communication towers are permitted as a conditional use in the RA zoning district, which is prima facie evidence that the use will be in harmony with the area. In addition, the proposed tower will be located at the rear of an approximately 23.98-acre property that has dense vegetation that will remain to the maximum extent possible to screen the facility from adjacent properties. The proposed tower will be setback approximately one quarter of a mile from the nearest Rimer Road public right-of-way to the south. The closest existing residences are over 750 feet from the proposed tower location. The existing surrounding land uses are forest, agricultural and rural residential in nature such that the proposed facility will be in conformity with the character of the area. The proposed tower will be a monopole-type design without lattice or guy wires in order to be the least visually and physically intrusive facility. The tower will not be lighted. The tower will be galvanized steel to blend with the changing color of the sky. Other than the visibility of the top of the tower, the facility will have a negligible, if any, impact on neighboring properties. The facility will be

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¹ Stephen J. Blumberg, Ph.D., U.S. Department of Health and Hum. Services, Center for Disease Control and Prevention, Nat'l Center for Health Stat., Wireless Substitution: Early Release of Estimates from the National Health Interview Survey, July-December 2016 (2017), http://www.cdc.gov/nchs/data/nhis/earlyrelease/wireless201705.pdf. ² *Id*.

an innocuous use that will not produce any vibration, fumes, odors, or loud noises. The facility will be unmanned with only periodic maintenance approximately one time per month such that there would be no increase in traffic to the area after construction. The facility will have a very small footprint on the overall subject property as the facility will be located on a 100' x 100' lease area with a 60' x 60' compound. Please refer to the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6. Please also refer to the Site Images, attached hereto as Exhibit 7. Please also refer to the Balloon Test Report and Photo Simulations prepared by Michael Gould, Owner and Operator of Gould Digital Imaging, attached hereto as Exhibits 14 and 15, respectively.

Additionally, the proposed tower will be in general conformity with the Rowan County Land Use Plan: Areas East of I-85. The subject property is within Planning Area Two of this plan, which generally consists of lands adjacent to municipalities and areas surrounding High Rock Lake. This area is the most developed of the three identified planning areas and has low-density residential uses with pockets of medium density residential uses as well as highway corridor commercial and industrial uses with some agricultural uses. The NC 152 commercial/industrial corridor is within one mile of the proposed site. The future land use recommendations for the area include a mix of uses and service oriented development, which may include commercial components with residential development to serve proposed and surrounding neighborhoods. The plan also contemplates medium density residential development and the expansion of existing businesses. The plan recognizes the highway businesses along NC 152 east as well as rural businesses along Old Concord Road. The proposed tower will be in general conformity with the contemplated developments and future land use recommendations as it will provide increased wireless capacity and coverage to serve the residences, commercial, and industrial uses in the area. The facility will specifically provide improved service along NC 152 between Old Concord Road and Faith Road and along Old Concord Road to support the commercial businesses along these roadways. Wireless service is now a highly demanded service for both residents and businesses for day-to-day communication and for communication with 911 during emergencies, thus, the proposed facility will support the contemplated development in Planning Area Two and be in general conformity with the Plan.

IV. <u>Section 21-59 - Evaluation Criteria.</u> Verizon Wireless fully complies with the applicable standards set forth in the Ordinance as follows:

In addition to meeting special standards for a particular use, the applicant must illustrate that he/she can comply with the following criteria when any conditional use is proposed.

- (1) Adequate transportation access to the site exists;
 - Acknowledged and agreed. The proposed facility will have an access road and a 30' x 60' parking area and vehicle turnaround area at the entrance to the facility. Access to the site will be from the Rimer Road public right-of-way via a 12-foot wide road to be installed by Verizon Wireless to the entrance of the facility. Please refer to Pages C1 and C2 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.
- (2) The use will not significantly detract from the character of the surrounding area;
 - Acknowledged and agreed. The proposed tower will not significantly detract from the character of the surrounding area. The property is zoned RA, as are all adjacent properties and the majority of properties in the general vicinity. Communication towers are permitted as a conditional use in the RA zoning district, which is *prima facie* evidence that the use will be in harmony with the area. In addition, the proposed tower will be located at the rear of an approximately 23.98-acre property that has dense vegetation to remain to the maximum extent possible to screen the facility from adjacent properties. The proposed tower will be setback approximately one quarter of a mile from the nearest Rimer Road public right-of-way to the south. The closest existing residences are over 750 feet from the proposed tower location. The existing surrounding land uses are forest, agricultural and rural residential in nature such that the proposed facility will be in conformity with the character of the area. The proposed tower will be a monopole-type design without lattice or guy wires in order to be the least visually and physically intrusive facility. The tower will not be lighted. The tower will be galvanized steel to blend with the changing color of the sky. Other than the visibility of the top of the tower, the facility will have a negligible, if any, impact on neighboring properties. The facility will be an innocuous use that will not produce any vibration, fumes, odors, or loud noises. The facility will be unmanned with only periodic maintenance approximately one time per month such that there would be no increase in traffic to the area after construction. The facility will have a very small footprint on the overall subject property as the facility will be located on a 100' x 100' lease area with a 60' x 60' compound. Please refer to the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6. Please also refer to the Site Images, attached hereto as Exhibit 7. Please also refer to the Balloon Test Report and Photo Simulations prepared by Michael Gould, Owner and Operator of Gould Digital Imaging, attached hereto as Exhibits 14 and 15, respectively.

Additionally, Michael Berkowitz, Certified Real Estate Appraiser, performed a real estate impact study for the proposed tower and concluded

that, in his expert opinion, the proposed tower would not substantially injure the value of adjoining or abutting property. Please refer to the Real Estate Impact Study prepared by Michael Berkowitz, attached hereto as Exhibit 13.

(3) Hazardous safety conditions will not result;

Acknowledged and agreed. The proposed tower, if located, developed, and operated according to the plans submitted herewith, will not materially endanger the public health or safety. The proposed facility will be constructed and operated in accordance with all applicable Federal, state, and local laws and ordinances including, but not limited to the Federal Communications Commission (FCC) and Federal Aviation Administration (FAA) rules and guidelines. The facility will be secured by an 8-foot tall locked fence, topped with three strands of barbed wire. The tower will have a 50-foot engineered fall zone radius such that in the unlikely event of tower failure, the tower will fall within Verizon Wireless' lease area. Please refer to the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6 and Exhibit 17 - Engineering Fall Zone Certification. Please also refer to the Airspace Study prepared by Federal Airways & Airspace, attached hereto as Exhibit 10. Please also refer to the NIER Statement signed by Ashutosh Pandey, Radio Frequency Engineer for Verizon Wireless, attached hereto as Exhibit 12. Please refer to the NEPA Summary prepared by S&ME, attached hereto as Exhibit 16.

(4) The use will not generate significant noise, odor, glare, or dust;

• Acknowledged and agreed. The tower will not be lighted. The tower will be galvanized steel to blend with the changing color of the sky. The facility will be an innocuous use that will not produce any vibration, fumes, odors, or loud noises. Please refer to Page C13 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6. Please also refer to the Airspace Study prepared by Federal Airways & Airspace, attached hereto as Exhibit 10.

(5) Excessive traffic or parking problems will not result; and

• Acknowledged and agreed. The facility will be unmanned with only periodic maintenance approximately one time per month such that there would be no increase in traffic to the area after construction. Additionally, the facility will have a 30' x 60' parking and turnaround area at the entrance to the facility that will provide the necessary parking space for periodic maintenance. Please refer to Page C2 of the Site Survey and Drawings prepared by Kimley-Horn and Associates, Inc., attached hereto as Exhibit 6.

- (6) Use will not create significant visual impacts for adjoining properties or passersby.
 - Acknowledged and agreed. The proposed tower will not create significant visual impacts for adjoining properties or passersby and will not substantially injure the value of adjoining or abutting property. proposed tower will be located at the rear of an approximately 23.98-acre property that has dense vegetation that is to remain to the maximum extent possible to screen the majority of the facility from adjacent properties. The proposed tower will be setback approximately one quarter of a mile from the nearest Rimer Road public right-of-way to the south. The closest existing residences are over 750 feet from the proposed tower location. The proposed tower will be a monopole-type design without lattice or guy wires in order to be the least visually and physically intrusive facility. The tower will not be lighted. The tower will be galvanized steel to blend with the changing color of the sky. Please also refer to the Balloon Test Report and Photo Simulations prepared by Michael Gould, Owner and Operator of Gould Digital Imaging, attached hereto as Exhibits 14 and 15, respectively.

Respectfully submitted on December 6, 2021.

W. Lee Taylor, III, Esq.

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC

W. Cubayto W

1600 West End Avenue, Suite 2000

Nashville, Tennessee 37203 Phone: (615) 726-5757

Email: ltaylor@bakerdonelson.com

Attorney for Verizon Wireless



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

Case #	CUP
Date Filed	
Received By	
Amount Paid	l
Offi	ce Use Only

——————————————————————————————————————
CONDITIONAL USE PERMIT APPLICATION —
OWNERSHIP INFORMATION:
Name: Debbie L. Craddock and Patricia L. Moore
Signature: Debbie & Cradbook, Patrici L. Mon
Phone: 704-798-2266 Email: N/A
Address: 725 Parks Road, Salisbury, North Carolina 28146
APPLICANT / AGENT INFORMATION:
Name: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC on behalf of Cellco Partnership d/b/a Verizon Wireles
Signature: W Wayte W
Phone: 615-726-5757 Email: Itaylor@bakerdonelson.com
Address: 1600 West End Avenue, Suite 2000, Nashville, Tennessee 37203
PROPERTY DETAILS:
Tax Parcel: 422 179 (PIN 5656-04-83-5790) Zoning District: RA
Date Acquired: 2015 Deed Reference: Book 1261 Page 471
Property Location: 280 Rimer Road, Salisbury, North Carolina 28146
Size (sq. ft. or acres): 23.98 Street Frontage: 30'
Current Land Use: Forested and garage
Surrounding Land Use: North Vacant/Wooded
South Residential and Agricultural
East Residential, Vacant/Wooded and Agricultural
West Residential, Forested and Agricultural

PURPOSE & SECTION:				
State purpose of conditional use permit:				
Construction of a new 165' wireless telecommunication tower (with 4' lightning rod).				
Cite section(s) of Zoning Ordinance which permit is being requested: 21-60(3) - Transportation, communications, electric, gas, and sanitary services group: Communications and Wireless Support Structures				
ATTACHED DOCUMENTS:				
Applicant must attach a response to the evaluation criteria from Section 21-59 and an accompanying site plan based on information required in Section 21-52 and 21-60. Attached: Yes No				
Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.				
OFFICIAL USE ONLY				
1. Signature of Coordinator:				

NAME OF LANDOWNER: Debbie L. Craddock and Patricia L. Moore

ADDRESS: 725 Parks Road

CITY, STATE, & ZIP: Salisbury, North Carolina, 28146

DATE: November 6, 2017

Rowan County Planning & Development

ATTN: Ed Muire, Planning & Development Director

402 N. Main Street Salisbury, NC 28144

RF-

CONSTRUCTION OF A NEW WIRELESS SUPPORT STRUCTURE LOCATED

IN ROWAN COUNTY, NORTH CAROLINA

FOR PROPERTY LOCATED AT:

280 Rimer Road

Salisbury, North Carolina 28146

PARCEL ID:

422 179

To Whom It May Concern:

Please be advised that Debbie L. Craddock and Patricia L. Moore are the owners of record of the property described above, and hereby authorize Baker, Donelson, Bearman, Caldwell & Berkowitz, PC as attorney for Cellco Partnership d/b/a Verizon Wireless to act on their behalves in requesting any and all necessary approvals for the above-noted property to allow for construction of a communication tower and all related ancillary structures.

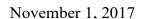
Sincerely,

Debbie L. Craddock

Date: 11-5-2017

Patricia L. Moore

Date: 11-5-2017





Rowan County Planning & Development ATTN: Ed Muire, Planning & Development Director 402 N. Main Street Salisbury, NC 28144

Re: Verizon Wireless Network Objective Statement - MOUNT HOPE

Dear Mr. Muire:

The purpose of this letter is to address Cellco Partnership D/B/A Verizon Wireless' (Verizon Wireless) application for a new telecommunication tower at 280 Rimer Road, Salisbury, North Carolina 28146. The anchor tenant on the proposed new telecommunication tower will be Verizon Wireless. Verizon Wireless' objective in connection with the proposed site is to improve capacity and coverage to the area southwest of Faith, North Carolina, mainly west of Faith Road, north of HWY 152 East, and east of Old Concord Road. The Mount Hope Area is currently served by the existing Verizon Wireless Granite site. However, greater network density – additional network capacity - is needed to meet the growing needs of Verizon Wireless customers in the Mount Hope Area.

The proposed Mount Hope new telecommunication tower will provide the needed capacity offload solution for a sector of the existing Verizon Wireless Granite site, thereby serving the growing demands of its customers and preventing the negative service implications of capacity exhaustion.

Wireless carriers have had a consistent need since the beginning of Cellular Telephony to increase the density of the network as customer demand for wireless services increased, and additional network capacity became more of a necessity. However, since the introduction of 3G data services, and subsequent evolution to 4G LTE technology, the requirement to rapidly advance the process of cell densification has become essential in order to meet the user demand for data services and increased mobility.

In the past, wireless networks primary services were voice and short message service, which were handled by circuit-switched channels over the radio frequency spectrum. In order to increase capacity, the carrier could increase the number of channels up to the point where the carrier's owned spectrum became exhausted. In meeting the demand for high speed data services over the 4G network, and subsequently voice and SMS services over 4G as well, wireless carriers must use all available spectrum from the beginning. As a result, the size of a cell site is no longer defined as coverage, but rather by how many users can be supported and what data rates can be sustained. When a cell site reaches its capacity limit it is realized by the customer in the form of websites taking too long to load or timing out, and emails that are

unable to download or send, as well as issues with voice calls when carried over the 4G network. When the capacity of an existing site is exhausted, a capacity offload solution is required in order to provide the same level of service within a given area.

The proposed Mount Hope new communications tower will provide the needed capacity offload solution for the existing Verizon Wireless Granite site, thereby serving the growing demands of its customers and preventing the negative service implications of capacity exhaustion. The proposed Mount Hope new communications tower will also provide increased coverage to connect with existing nearby Verizon Wireless sites.

Sincerely,

Ashutosh Pandey

RF Engineer – Verizon Wireless



verizon/

8921 RESEARCH DRIVE CHARLOTTE, NC 28262

MOUNT HOPE

SITE ADDRESS (E-911 TBD)

280 RIMER ROAD SALISBURY, NC 28146 ROWAN COUNTY LATITUDE: 35° 33' 55.5" N LONGITUDE: 80° 29' 05.8" W TAX/PIN #: 422 179 ZONING: RA

BOSTIAN HEIGHTS FIRE DEPARTMENT
8211 OLD CONCORD RD
SALISBURY, NC 28146
PHONE: (704) 857-0208
ATTN: CUSTOMER SERVICE

VICINITY MAP

ROWAN COUNTY SHERIFF'S OFFICE 232 N MAIN ST SALISBURY, NC 28144 PHONE: (704) 216-8700 ATTN.: CUSTOMER SERVICE

FROM CHARLOTTE OFFICE HEAD SOUTHWEST ON RESEARCH OR 0.4 M. TURN LEFT ONTO WAY HARRISB BLYD J.4.M. TURN LEFT CNITO JES IN RAMP D.3.M. MERRIE OFFIC SHEED SERVE SECRET SHE FOR SECRET WILLIES TO SHEED SERVE WILLIES TO TURN LEFT ONTO JES IN SERVE SHEED THE SHEED SHEED

DRIVING DIRECTIONS

JURISDICTION: ROWAN COUNTY STATE: NORTH CAROLINA

TOWER TYPE: MONOPOLE TOWER

TOWER HEIGHT: 165' (169' TO HIGHEST APPURTENANCE)

....

NUMBER OF CARRIERS: 0 EXISTING, 1 PROPOSED

USE: PROPOSED TELECOMMUNICATIONS TOWER AND UNMANNED EQUIPMENT

FLOOD INFO SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 3710565600J DATED 06/16/2009 WITHIN FLOOD ZONE X.

PROJECT SUMMARY

DEVELOPER
VERIZON WIRELESS
8921 RESEARCH DRIVE
CHARLOTTE, NC 28262
PHONE: (704) 577-8785
ATTN: MICHAEL HAVEN

POWER COMPANY
DUKE ENERGY
PHONE: (800) 777-9898
ATTN.: CUSTOMER SERVICE

PROPERTY OWNER
PATRICIA MOORE & DEBBIE CRADDOCK
725 PARKS RD
SALISBURY, NC 28146
PHONE: (704) 798-2266
ATTN.: PATRICIA MOORE

CONSULTANT KIMLEY-HORN AND ASSOCIATES, INC. 11720 AMBER PARK DRIVE, SUITE 600 ALPHARETTA, GEORGIA 30009 PHONE: (770) 545-6105 ATTN.: DAVID FRANKLIN

CONTACTS

SHEET NO.	SHEET TITLE
T1	COVER SHEET
T2	APPENDIX B - BUILDING CODE SUMMARY
-	SITE SURVEY (SHEET 1 OF 3)
-	SITE SURVEY (SHEET 2 OF 3)
-	SITE SURVEY (SHEET 3 OF 3)
N1	GENERAL NOTES
C0	OVERALL PARCEL PLAN
C1	OVERALL SITE PLAN
C2	SITE PLAN
C3	EQUIPMENT PAD LAYOUT
C4	EQUIPMENT RACK DETAIL - FRONT
C5	EQUIPMENT RACK DETAIL - REAR
C6	CONCRETE PAD FOUNDATION DETAILS
C7	FENCE, GATE, AND COMPOUND DETAILS
C8	GRADING & EROSION CONTROL PLAN
C8.1	GRADING & EROSION CONTROL PLAN 2
C8.2	GRADING & EROSION CONTROL PLAN 3
C8,3	GRADING & EROSION CONTROL PLAN 4
C8.4	GRADING & EROSION CONTROL PLAN 5
C8.5	GRADING & EROSION CONTROL PLAN 6
C9	GRADING AND EROSION CONTROL DETAILS
C10	ACCESS ROAD DETAILS
C11	SITE SIGNAGE DETAILS
C12	WAVEGUIDE BRIDGE DETAILS
C13	ANTENNA AND TOWER ELEVATION DETAILS
E1	ELECTRICAL NOTES
E2	UTILITY SERVICE ROUTING PLAN
E3	OVERALL UTILITY ROUTING PLAN
E4	METER RACK DETAILS
E5	ELECTRICAL SINGLE LINE DIAGRAM
E6	PANEL SCHEDULE
E7	ELECTRICAL DETAILS
E8	GROUNDING NOTES
E9	GROUNDING PLAN
E10	GROUNDING SINGLE LINE DIAGRAM
E11	GROUNDING DETAILS
E12	GROUNDING DETAILS
SHEET IN	DEX

ROWAN COUNTY PLANNING & ZONING 402 N MAIN ST #204 SALISBURY, NC 28144 PHONE: (704) 216-8602 ATTN.: SHANE STEWART

PERMIT INFORMATION

VERIZON

BOZI RESEARCH DRIVE
CHARLOTTE, NORTH CARCUNA 28202

SITE NAME:
MOUNT HOPE
SITE No.: 304662
PROJECT #: 16675538

280 RIMER ROAD SALISBURY, NC 28146 ROWAN COUNTY

Kimley»Horn

O AMBER PARK DRIVE, SUITE 600 ALPHARETTA, GA 30009 PHONE: 770-619-4280 WWW.MMLEY-HORN.COM





018985210

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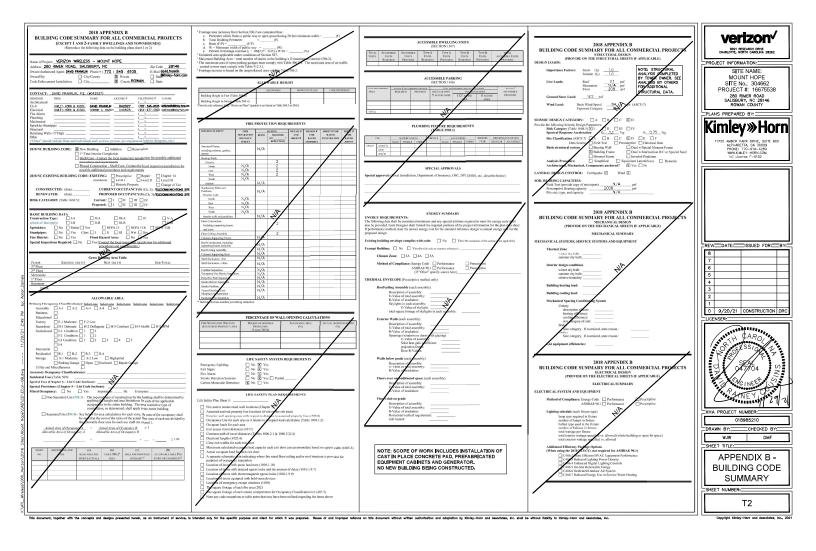
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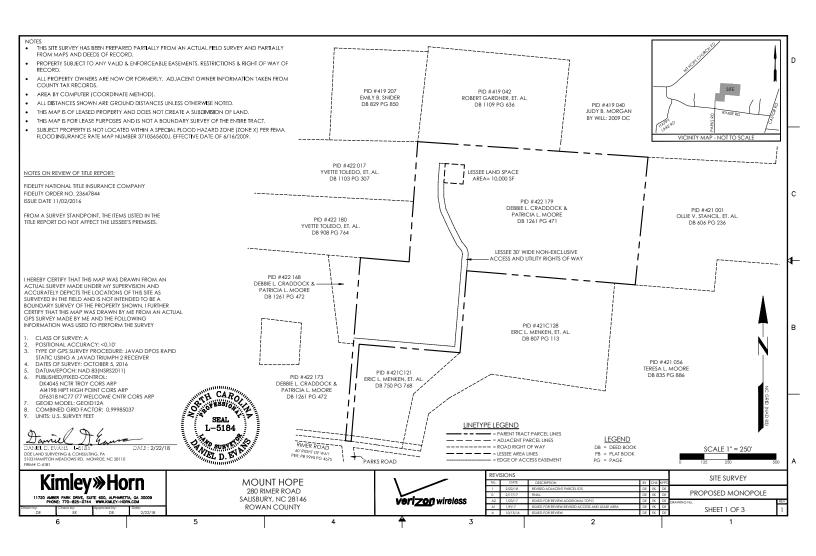
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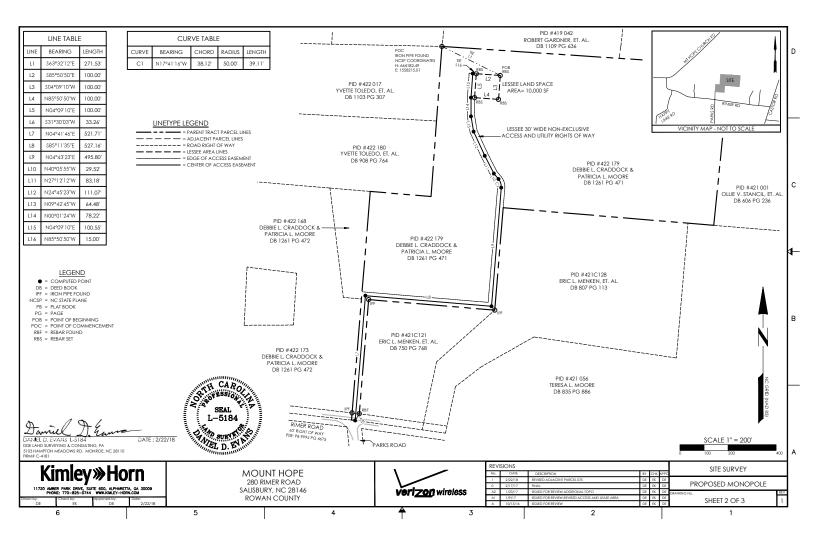
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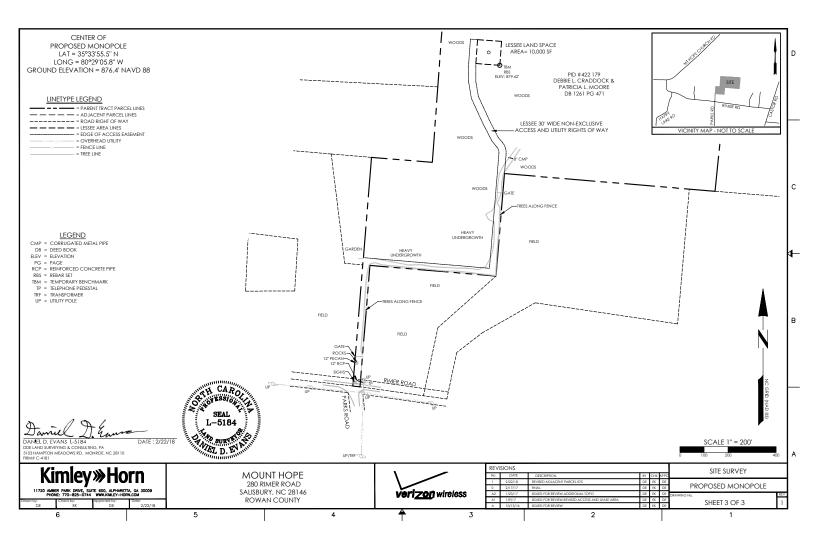
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- 1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODE, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.
- 1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEDING WITH WORK, WHERE THERE IS A COMPLICY BE INFORMED AND PROJECT OF THE PR
- 1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.
- 1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
- 1.05 WAVEGUIDE BRIDGE AND EQUIPMENT CABINETS ARE SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.
- 1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
- THE PROPOSED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE FLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. NOTIFY ENOINEER OR PROJECT MANAGER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO OBTAIN COPY OF TOWER DESIGN DRAWINGS, IF AVAILABLE, FROM VERIZON PROJECT MANAGER TO CONFIRM COAX ROUTING AND ANTENNA WOUTH INFORMATION.
- 1.08 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
- 1.09 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS, ANY NEW FILL MATERIALS SHALL BE COMPACTED.
- 1.10 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST AND OF THE WAY TO SHALL REQUEST AND OF THE WAY THE CONTRACT OF THE WAY TO SHALL REQUEST AND WHERE THEY MAY TO SHALL REQUEST AND WHERE THEY MAY TO SHALL REQUEST AND WE REQUIRED TO NOTIFY YOUTH A RAPOLINA BIT 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALINDS THE TOLL FREE WAIDER (2010) 522-4949 (OR 811). ANY UTILITY AND WAID AND WAS TO SHALL REQUESTED TO MAY WORK BY CALINDS THE TOLL FREE WAIDER (2010) 522-4949 (OR 811). ANY UTILITY OF THE CONTRACTOR, AT MO EXPENSE TO THE OWNER.
- 1.11 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
- 1.12 CONTRACTOR TO PROVIDE STYMIE LOCK OR EQUIVALENT AS APPROVED BY VERIZON PROJECT MANAGER.
- 1.13 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER VERIZON PROJECT MANAGER'S INSTRUCTIONS. SEE DETAIL ON SHEET C11.

- 2.01 FOUNDATIONS ARE DESIGNED FOR A PRESUMPTIVE ALLOWABLE SOIL BEARING CAPACITY OF 2,000 PSF. CONTRACTOR SHALL VERIFY SOIL CONDITIONS AND BEARING CAPACITY PRIOR TO CONSTRUCTION.
- 2.02 EXCAVATE A MINIMUM 18" BELOW PROPOSED EQUIPMENT FOUNDATIONS OF EXPANSIVE, ORGANIC, UNCONSOLIDATED OR OTHERWISE UNACCEPTABLE MATERIAL AND REPLACE WITH WELL—COMPACTED MATERIAL ACCEPTABLE TO VERTIZON.
- 2.03 CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE WORK SITE. ALL EXCANTIONS NEAR THESE LINES TO BE CARRIED OUT WITH EXTREME CAUTION. COORDINATE ALL RELOCATIONS WITH THE PROPERTY OWNER.
- EXTREME CAUTION. COORDINATE ALL RELOCATIONS WITH THE PROPERTY OWNER.

 2.04 CONTRACTOR TO CLLYFFLL EXISTING COMPOUND SUBSIOL. TO PROVIDE AN AREA.

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 TO BE FILLED WITH SUTRABLE MATERIAS. BILL MATERIALS ARE TO BE FILACED.

 COMPACTED, AND TESTED IN ASMINUM LAYERS OF 8°. COMPACTION OF ALL FILL

 MATERIAL SHALL ACHIEVE 95 PERCENT OF MAXIMUM POY POENSITY AT OF PIMUM

 MOISTURE CONTENT IN ACCORDANCE WITH ASTM D

 898. ALL TESTS MUST MEET THE MINIMUM SPECIFIED SOIL BEARING CAPACITY.

 COMPACTION TESTING IS BY THE GOTECHNICAL TESTING COMPANY DESIGNATED

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- 2.05 CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-316 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- 2.06 CONCRETE SHALL HAVE A SLUMP BETWEEN 3" AND 6".
- 2.07 FIBERS FOR CONCRETE SHALL BE FIBERMESH 650, 100 PERCENT VIRGIN DUTPROPYLLINE FIBERLLATED FIBERS, e3 PATENTED TECHNOLOGY PATENTED TECHNOLOGY CONTAINING NO REPROCESSED GLEFIN MATERIALS. THE FIBERS SHALL CONFORM TO ASTIM C1116 TYPE III AND MANUFACTURED SPECIFICALLY FOR THE SECONDARY REINFORCEMENT OF CONCRETE.
- 2.08 THE FIBERS SHALL BE MANUFACTURED IN AN ISO 9001: 2008 CERTIFIED MANUFACTURING FACULTY. UNLESS OTHERWISE STATED, FIBERWESH 650 MACRO-SYNHTHEIT FIBERS SHALL BE ADDED TO THE CONCRETE AT THE BATCHING PLANT AT THE RECOMMENDED APPLICATION RATE OF 3 LBS/YD¹ AND MIXED FOR A SUFFICIENT TIME (MINIMUM S MINUTES AT FULL MIXING SPEED) TO ENSURE UNIFORM DISTRIBUTION OF THE FIBERS THROUGHOUT THE CONCRETE. FIBROUS CONCRETE RENORCEMENT SHALL BE MANUFACTURED BY FIBERMESH, 4019 INDUSTRY DRIVE, CHATTANDOGA, TN. 37416 USA, TEL: 800 621–1273, WEBSITE: WWW.FIBERMESH.COM
- 2.09 AT THE REQUEST OF THE VERIZON WRELESS PROJECT MANAGER, TEST CYLINDERS SHALL BE MOLDED AND LABORATORY CURED IN ACCORDANCE WITH ASTM C33. THREE CYLINDERS SHALL BE TAKEN FOR EACH DAY'S CONCRETE PLACEMENT. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH THE LATEST REVISION TO ASTM C39.
- 2.10 CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH $\frac{\pi}{4}$ x 45 CHAMFER, UNLESS OTHERWISE NOTED.
- 2.11 CONCRETE FORMWORK IS TO BE STRIPPED WITHIN 48 HOURS, WBRATION OF THE CONCRETE MUST ASSURE THAT HOWEYCOMBING WILL BE AT A WIMMUM, MCCHNIGAL BRATION OF ALL CONCRETE IS REQUIRED UNLESS OTHERWISE DIRECTED BY VERTICON WRELESS PROJECT MANAGER, ABOVE GRADE CONCRETE IS TO GE RUBBED AND PATCHED TO ASSURE SMOOTH FINISH AT TIME OF FORMS REMOVAL, CONTRACTOR SHALL PROVIDE A BROOM FINISH ON THE TOP SUFFACE OF THE COUPMENT FOUNDATION UNLESS OTHERWISE DIRECTED BY VERTICON WRELESS' PROJECT MANAGER.
- 2.12 TOPS OF CONCRETE FOUNDATION MUST BE WITHIN 0.02' OF ELEVATION REQUIRED.
- 2.13 TOP OF FOUNDATION FINISH TO BE LEVEL $\pm k$ IN 10.
- 2.14 TOP OF FOUNDATION TO HAVE MEDIUM BROOM FINISH.
- 2.15 CONTRACTOR SHALL REFER TO DRAWINGS OF OTHER TRADES AND VENDOR DRAWINGS FOR EMBEDDED ITEMS AND RECESSES NOT SHOWN ON THE STRUCTURAL DRAWINGS. CONTRACTOR SHALL VERIFY PLACEMENT OF EQUIPMENT AND LOCATION OF CONDUIT FOR MANUFACTURER'S AND VENDORS SPECIFICATIONS. IT SHALL BE ITHE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL OPENINGS AND SLEEVES FOR PROPER DISTRIBUTION OF ALL UTILITIES.



SITE NAME: MOUNT HOPE SITE No.: 304662 PROJECT #: 16675538 280 RIMER ROAD SALISBURY, NC 28146 ROWAN COUNTY

Kimley »Horn

AMBER PARK DRIVE, SUITE ALPHARETTA, GA 30009 PHONE: 770-619-4280 WWW.MILEY-HORN.COM

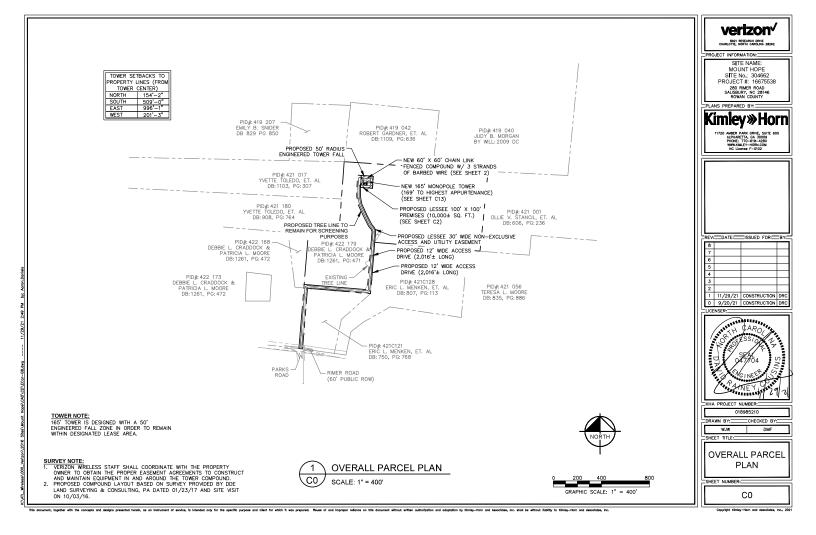


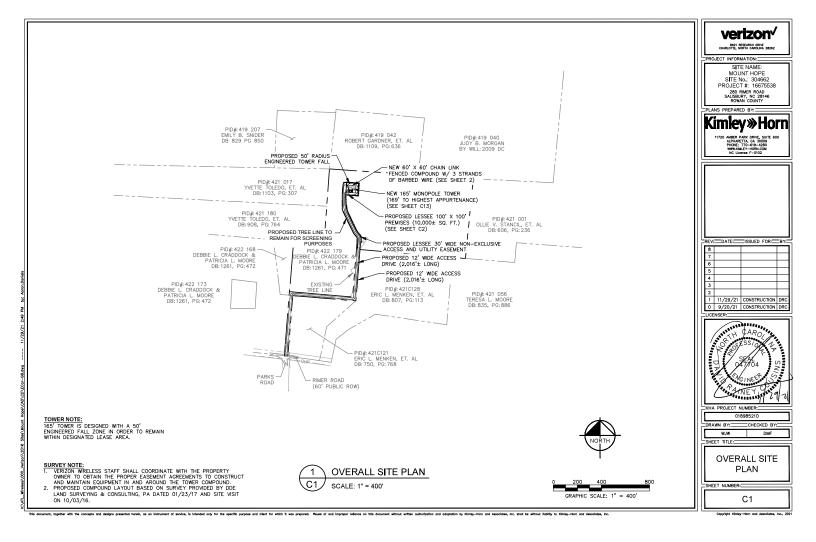
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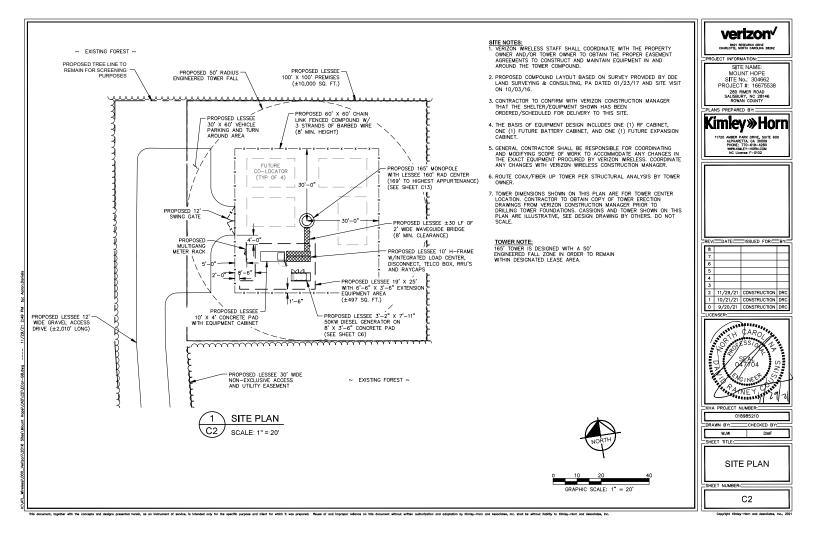


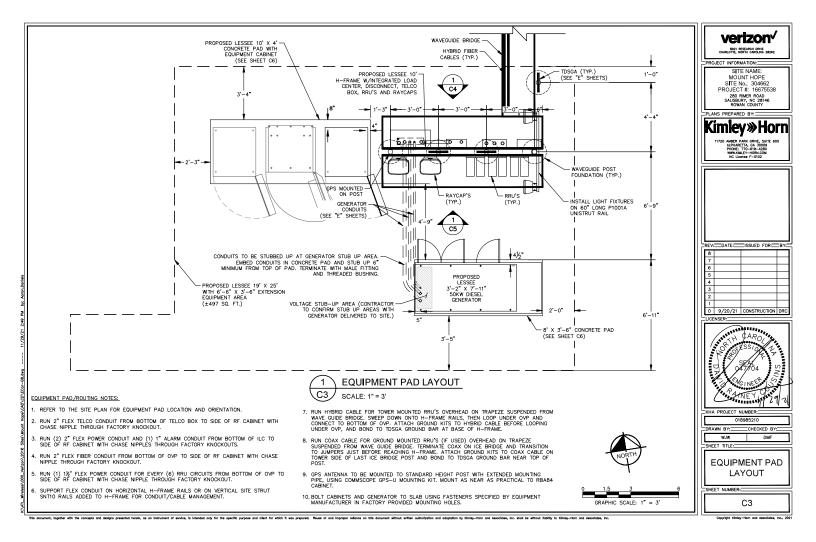
GENERAL NOTES

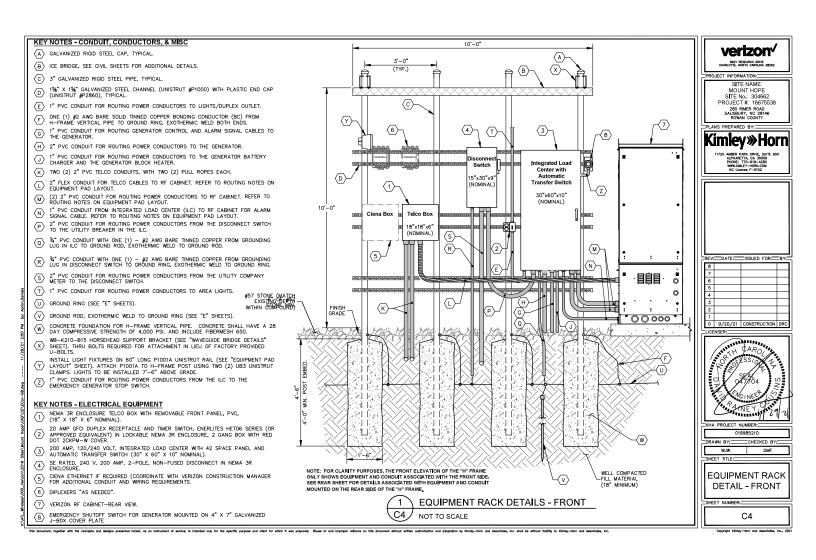
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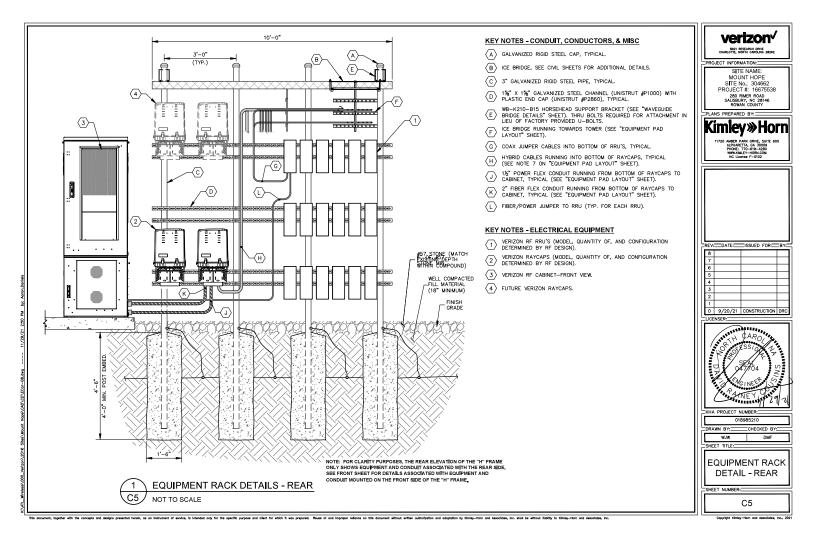


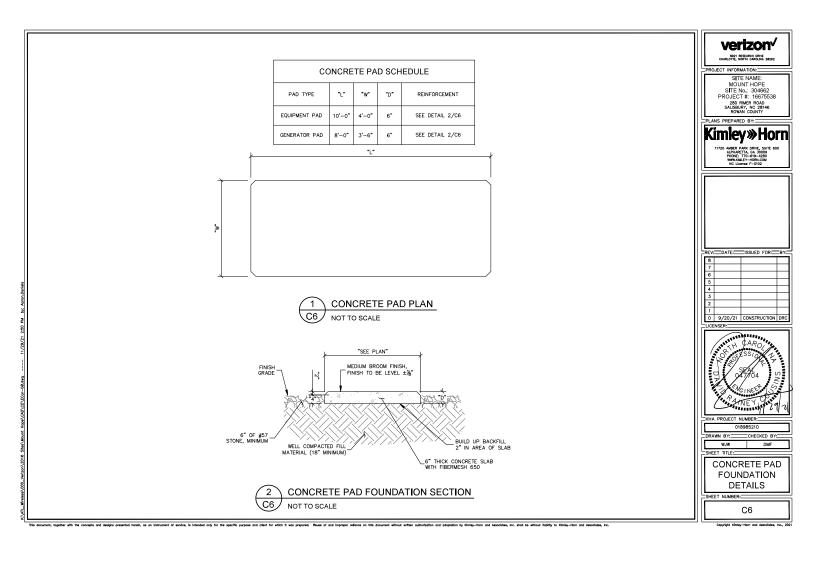


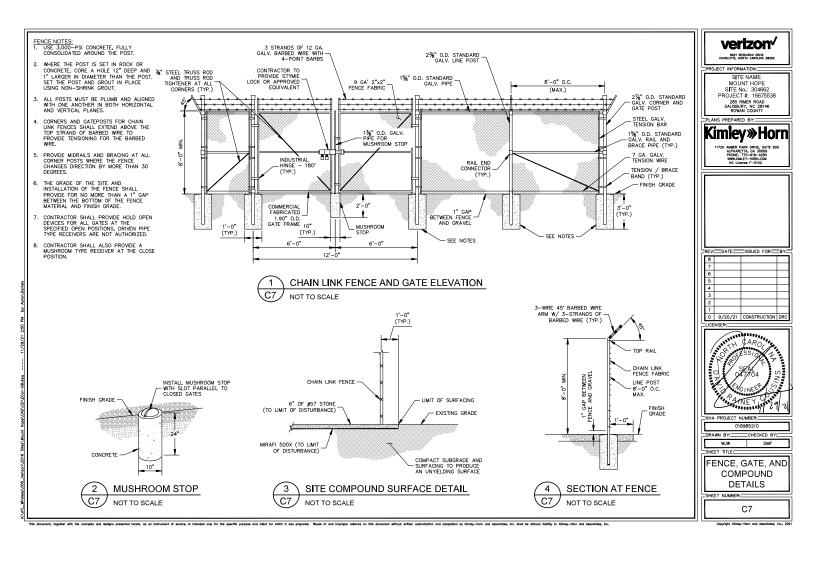








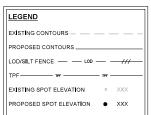


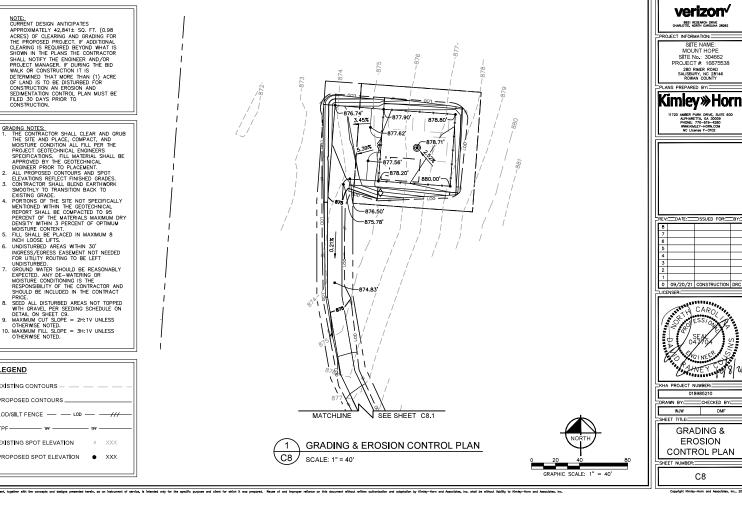


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4. PORTIONS OF THE SITE NOT SPECIFICALLY
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6. UNDISTUREDED ARRASSEMENT MOST NEEDED
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7. GROUND WATER SHOULD BE REASONABLY
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8. SEED ALL DISTURBED ARRAS NOT TOPPED
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10. MAXIMUM CUT SLOPE = 2H: 1V UNLESS
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8921 RESEARCH DRIVE

GRADING & **EROSION**

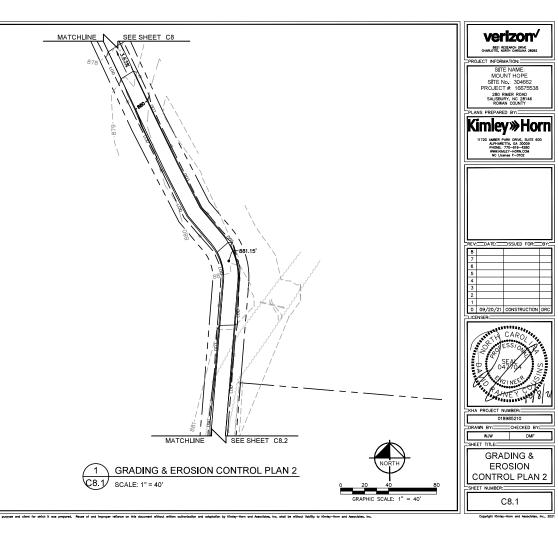
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EXISTING CONTOURS		
PROPOSED CONTOURS		
LOD/SILT FENCE - LOD -	_	///
TPF	- TPF	
EXISTING SPOT ELEVATION	Х	XXX
PROPOSED SPOT ELEVATION	•	xxx



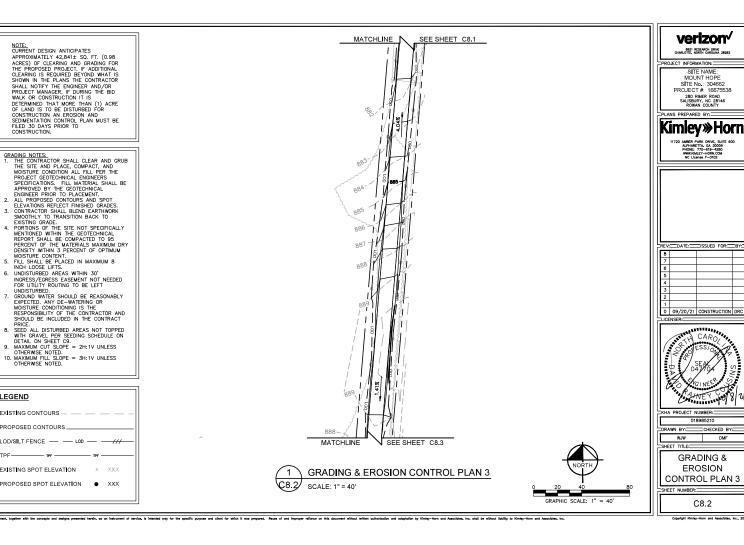
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TPF	TPF ·	
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GRADING & **EROSION**

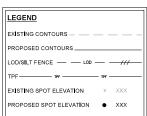
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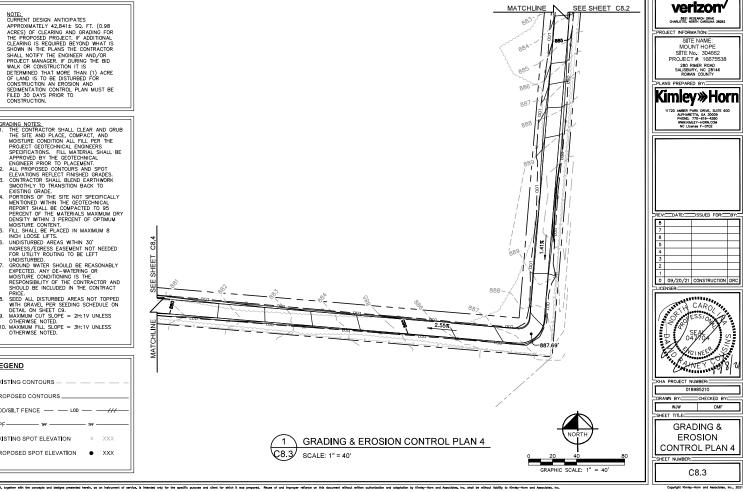
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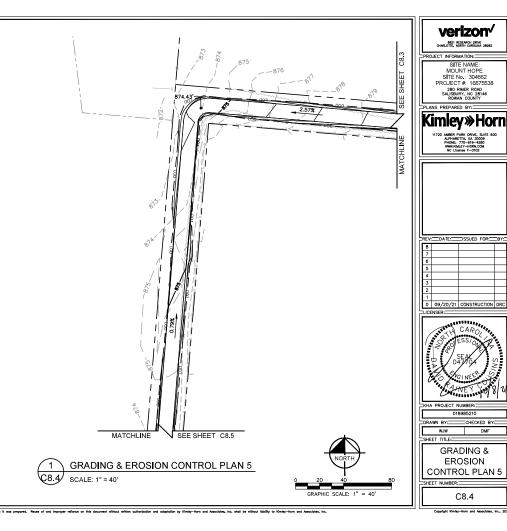
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PROPOSED CONTOURS		
LOD/SILT FENCE - LOD -	_	
TPF 19F	- TPF	
EXISTING SPOT ELEVATION	Х	XXX
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8921 RESEARCH DRIVE CHARLOTTE, NORTH CAROLINA 28262

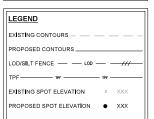
GRADING & **EROSION**

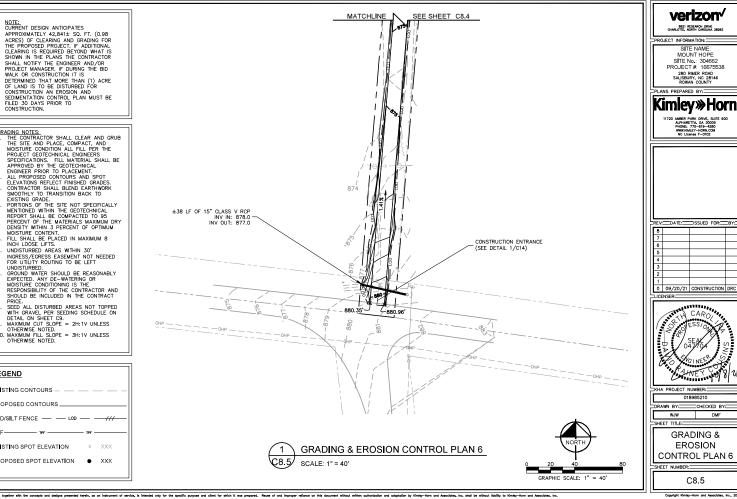
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- ALL EXCAVATED SOILS NOT NEEDED ON SITE FOR BACKFILL OPERATIONS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE TAKEN OFF SITE AND LEGALLY DISPOSED OF.
- SOIL REMAINING ON SITE SHALL HAVE SILT FENCE TIGHTLY PLACED AROUND THE ENTIRE CIRCUMFERENCE OF THE PILE.
- PROVIDE EROSION CONTROLS AS NECESSARY TO PREVENT EXISTING SOILS FROM DRAINING OFF SITE OR INTO EXISTING DRAINAGE STRUCTURES.
- ERECTION OF EROSION CONTROLS SHALL BE IN ACCORDANCE WITH STATE AND LOCAL EROSION CONTROL REGULATIONS.

SEEDING SCHEDULE FOR WINTER / SPRING CONSTRUCTION ACTIVITIES

SEEDING MIXTURE

Rye (grain)
Annual lespedeza (Kobe in Pledmont and Coastal Plain, Korean in Mountains)

 \mbox{Omit} annual lespedeza when duration of temporary cover is not to extend beyond June.

SOIL AMENDMENTS

Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10–10–10 fertilizer.

MAINTENANCE
Refertilize if growth is not fully adequate. Reseed, refertilize and mulch immediately following erosion or other damage.

SEEDING SCHEDULE FOR SUMMER CONSTRUCTION ACTIVITIES

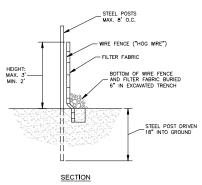
SEEDING MIXTURE Rate (Ib/acre) 40-80 (1-2 lb/1,000 sq.ft.) Species Common Bermudagrass

SEEDING DATES
Coastal Plain—Apr. 1 — July
Piedmont—Apr. 15 — June 30

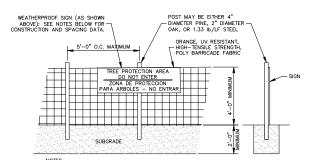
SOIL AMENDMENTS
Apply lime and fertilizer according to soil tests, or apply 3,000 lb/acre ground agricultural limestone and 500 lb/acre 10-10-10 fertilizer.

MULCH
Use jute, availation matting, or other effective channel lining
material to cover the bottom of channels and ditches. The lining
should extend above the highest calculated depth of flow. On
channel side allopes above this height, and in drainages not
requiring temporary lining, apply 4,000 ib/acre grain straw and
another straw by stapling netting over the top.

MAINTENANCE
A minimum of 3 weeks is required for establishment. Inspect and repair mulch frequently. Refertilize the following Apr. with 50 lb/core nitrogen.



SEDIMENT FENCE (SILT FENCE) C9/ NOT TO SCALE



NOTES:
INSTALL TREE PROTECTION FENCE AND SIGNAGE PRIOR TO CALLING FOR SITE INSPECTION. MAINTAIN TREE PROTECTION FENCE THROUGHOUT DURATION OF PROJECT. ADDITIONAL SIGNS MAY BE REQUIRED BASED ON ACTUAL FIELD CONDITIONS.



verizon/ 8921 RESEARCH DRIVE VRLOTTE, NORTH CAROLINA 282

SITE NAME: MOUNT HOPE SITE No.: 304662 PROJECT #: 16675538 280 RIMER ROAD SAUSBURY, NC 28146 ROWAN COUNTY

Kimley» Horn

AMBER PARK DRIVE, SUITE ALPHARETTA, GA 30009 PHONE: 770-619-4280 WWW.MMLEY-HORN.COM

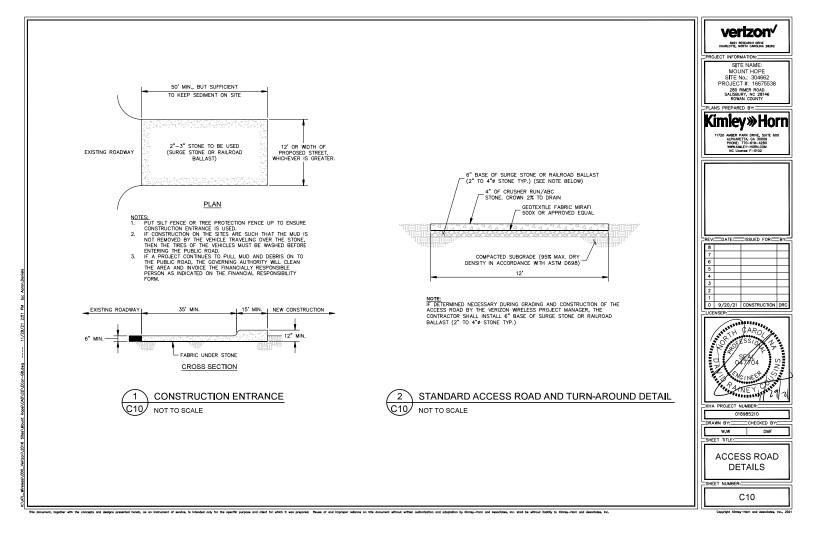


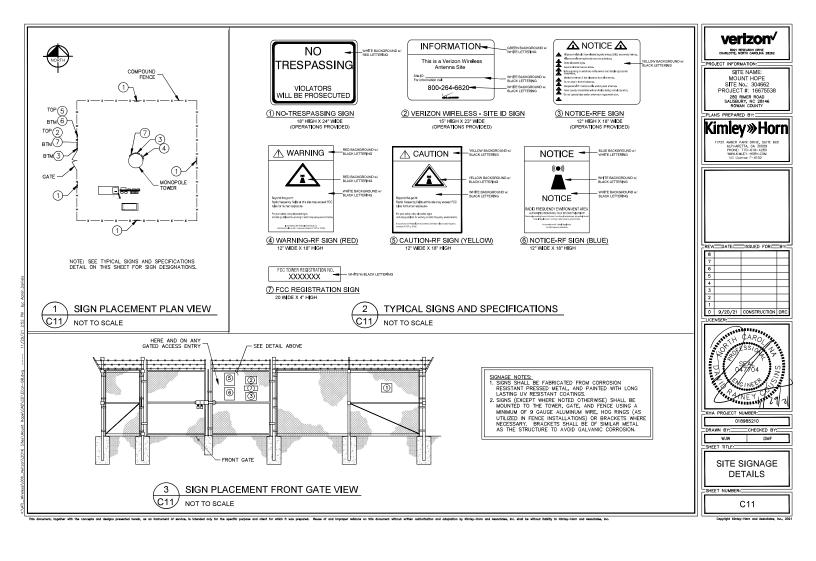
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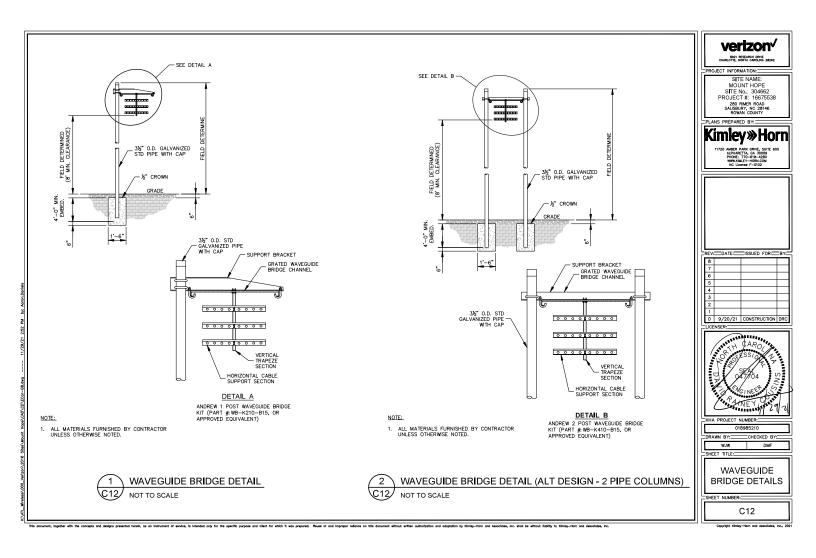
EROSION CONTROL DETAILS

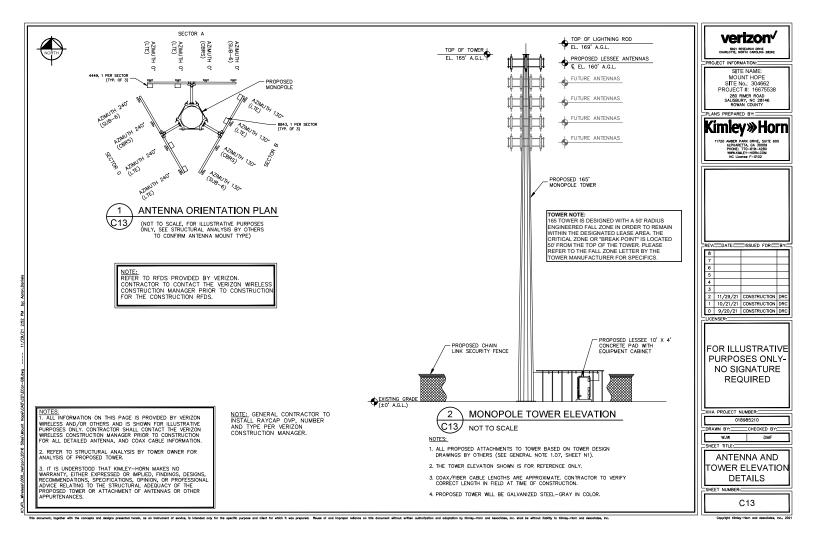
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well, lightful with the concepts and delayer presented herein, as an individual of service, it is in the contract of services. It is indicated only for the specific purpose and died for which it was prepared. However of one improper reference on this document without written authorization and adoption by Diring-Time and Associates, inc., that is a willow to fooling to liming-time and Associates, inc., that is a willow to fooling the contract of the contract









1.00 CODES, STANDARDS, & SPECIFICATIONS

- LOU IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT ALL MATERIALS AND LABOR RELATED DIRECTLY OR NORECTLY TO ALL ELECTRICAL WORK DOCUMENTED IN THESE DRAWINGS SHALL BE PROVIDED AND PERFORMED IN CONFORMANCE WITH ALL CURRENT GOVERNING COORS, STANDARD OF CARE TO INCLUDE THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTA), UNDERWITERS LABORATORY (UL), NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA), AMERICAN STANDARDS ASSOCIATION (ASA), NATIONAL RIPE PROTECTION ASSOCIATION (NFPA), AND THE NATIONAL ELECTRICAL CODE (NEC).
- 1.02 MATERIALS SHALL BE NEW AND SHALL CONFORM TO ALL APPLICABLE CURRENT GOVERNING STANDARDS ESTABLISHED FOR EACH ITEM BY ASTM, UL, NEMA, ASA, AND NFPA.
- 1.03 ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, COUNTY, AND MUNICIPAL CODES AND ORDINANCES, AS WELL AS ALL CURRENT COVERNING STANDARDS AND PRACTICES AS REQUIRED BY NEC, NEMA, ANS, NFPA, UBC, UL, IEEE, AND THE LOCAL UTILITY COMPANY.
- 1.04 ALL ELECTRICAL GROUNDING SHALL COMPLY WITH THE CURRENT EDITION OF THE NEC.
- 1.05 CONTRACTOR SHALL MAINTAIN UL LISTED FIRE RATINGS AT ALL WALL PENETRATIONS.
- 1.06 CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 36" IN FRONT OF ALL ELECTRICAL EQUIPMENT AS REQUIRED BY NEC. MINIMUM CLEARANCE SHALL BE OBSERVED FOR BOTH THE FRONT AND THE REAR OF THE METER H-FRAME RACK AND THE EQUIPMENT H-FRAME RACK.

2.00 GENERAL

- 2.01 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND ASSOCIATED FEES RELATED TO THE PROJECT AND SHALL DELIVER A COPY OF ALL PERMITS TO THE VERIZON REPRESENTATIVE.
- 2.02 CONTRACTOR SHALL SCHEDULE AND SHOULD ATTEND ALL INSPECTIONS REQUIRED BY THE JURISDICTION HAVING AUTHORITY.
- 2.03 CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, ACCESSORIES, ETC., FOR A COMPLETE WORKING ELECTRICAL INSTALLATION.
- 2.04 ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
- 2.05 CONTRACTOR SHALL PROTECT ADJACENT EQUIPMENT AND FINISHES FROM DAMAGE AND SHALL REPAIR TO ORIGINAL CONDITION ANY ITEMS DAMAGED AS A RESULT OF THE WORK.
- 2.06 CONTRACTOR SHALL REPAIR ANY LANDSCAPING DISTURBED DURING CONSTRUCTION.
- 2.07 IF CONDUIT RUNS HAVE MORE THAN THREE (3) CONSECUTIVE 90 DEGREE TURNS, THE CONTRACTOR SHALL INSTALL PULL BOXES AS REQUIRED BY NEC.
- 2.08 CONTRACTOR SHALL INDICATE THE LOCATION OF ALL CAPPED UNDERGROUND SPARE CONDUIT ON THE RECORD DRAWINGS SUBMITTED TO THE OWNER.
- 2.09 CONTRACTOR SHALL COORDINATE EXACT ROUTING OF CONDUIT WITH OWNER. ALL CONDUIT SHALL BE ROUTED WITHIN 3 FEET, EITHER SIDE, OF PERIMETER FENCING.

3.00 MATERIALS

- 3.01 ALL EQUIPMENT AND MATERIALS SHOWN SHALL BE CONSIDERED NEW UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.
- 3.02 FINAL CONNECTIONS OF EQUIPMENT SHALL BE PER MANUFACTURER'S APPROVED WRING DIAGRAMS, DETAILS, AND INSTRUCTIONS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE MATERIALS AND EQUIPMENT COMPATIBLE WITH EQUIPMENT SUPPLIED BY VETZION.
- 3.03 CONTRACTOR SHALL PROVIDE AN UPDATED PANELBOARD DIRECTORY FOR THE PANEL FROM WHICH THE NEW YERIZON EQUIPMENT CIRCUIT WILL BE CONNECTED. CONTRACTOR SHALL SUBMIT UPDATED DIRECTORY IN A PLASTIC COVER TO THE BUILDING OWNER FOR APPROVAL PRIOR TO INSTALLATION.
- 3.04 CONTRACTOR SHALL FIELD DETERMINE ACTUAL CONDUIT ROUTING AND SHALL OBTAIN APPROVAL FROM THE TOWER OWNER OF THE PROPOSED ROUTING PRIOR TO CONDUIT INSTALLATION.
- 3.05 ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION AND ALL TERMINATIONS SHALL BE RATED FOR AT LEAST 75 DEGREES CELSIUS.
- 3.06 ALL NEUTRAL CONDUCTORS SHALL HAVE WHITE INSULATION. ALL GROUND CONDUCTORS SHALL HAVE GREEN INSULATION. COLOR TAPE IDENTIFICATION OF THESE CONDUCTORS IS NOT PERMITTED.
- 3.07 CONTRACTOR SHALL SEAL ALL CONDUITS ENTERING AN ENCLOSURE WITH CONDUIT SEALANT THAT IS COMPATIBLE WITH THE INSULATION OF THE CONDUCTORS IN THE CONDUIT.
- 3.08 CONDUIT RUNS SHALL HAVE A CONTINUOUS DOWNWARD SLOPE AWAY FROM ALL EQUIPMENT TO PREVENT WATER INFILTRATION.
- 3.09 ALL CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE ON THE PLANS. WHEN CONDUIT IS ROUTED UNDER A ROADWAY, SCHEDULE BO PVC CONDUIT SHALL BE UTILIZED. MANUFACTURED BEND RADII SHALL BE PER NEC.
- 3.10 CONTRACTOR SHALL PROVIDE TWO (2) 200 POUND TEST POLYETHYLENE PULL CORDS IN ALL CONDUITS AND ALL INNERDUCTS. PULL CORDS SHALL BE SECURED AT EACH END OF CONDUIT RVINS. ALL SPARE CONDUIT ENDS SHALL BE CAPPED WITH MANUFACTURED PVC FITTINGS.
- 3.11 CONTRACTOR SHALL BOND EACH METALLIC CONDUIT ENTERING A METALLIC ENCLOSURE WITH A 88 MIN AWG INSULATED COPPER BONDING JUMBER PER NEC. CONTRACTOR SHALL BOND ALL ELECTRICAL EQUIPMENT TO THE H-FRAME RACK ON WHICH EQUIPMENT IS MOUNTED WITH 48 MIN AWG INSULATED COPPER BONDING JUMPERS PER NEC.
- 3.12 CONTRACTOR SHALL IDENTIFY THE END OF ALL SPARE UNDERGROUND CONDUITS AND PROVIDE AND INSTALL 90 DEGREE ELBOWS WITH VERTICAL CONDUIT EXTENSIONS TO EXTEND 3" ABOVE FINISHED CRUSHED AGGREGATE GRADE. CONTRACTOR SHALL TERMINATE CONDUITS WITH MANUFACTURED CONDUIT CAPS THAT THE CONTRACTOR HAS PAINTED ORANGE.
- 3.13 CONTRACTOR SHALL PROVIDE AND INSTALL AN ENGRAVED PHENOLIC PLATE ON THE FRONT OF THE INTEGRATED LOAD CENTER. THE WORDING ON THE PLATE SHALL READ AS FOLLOWS: "MAXIMUM DRAW OF ALL RECTIFIERS AND EQUIPMENT ON THE LOAD CENTER CANNOT EXCEED SOKW. IF ADDITIONAL POWER IS REQUIRED. THE EXISTING SOKW GENERATOR MUST BE REPLACED."

4.00 PRE-CONSTRUCTION COORDINATION

- 4.01 CONTRACTOR SHALL WIST THE SITE PRIOR TO BID AND NOTE EXISTING CONDITIONS THAT MIGHT AFFECT THEIR WORK, ALL SUCH CONDITIONS SHALL BE REPORTED TO THE ENGINEER PRIOR TO BID.
- 4.02 THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND SHALL VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 4.03 CONTRACTOR SHALL VERIFY, PRIOR TO ROUGH-IN, THAT SITE CONDITIONS ALLOW FOR THE PLACEMENT OF THE ELECTRICAL EQUIPMENT AS SHOWN ON THE PLANS.
- 4.04 CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL UTILITY REGARDING THE EXACT LOCATION OF THE TRANSFORMER, ALL METERING REQUIREMENTS, AND CONDUIT ROUTING BETWEEN TRANSFORMER AND METER.
- 4.05 CONTRACTOR SHALL COORDINATE WITH LOCAL TELCO UTILITY REGARDING THE EXACT LOCATION OF THE TELCO SERVICE ENTRY POINT.
- 4.06 CONTRACTOR SHALL COORDINATE WITH AUTHORITY HAVING JURISDICTION REGARDING LOCAL FROST LINE REQUIREMENTS FOR RACEWAY MATERIAL SELECTION AND INSTALLATION.
- 4.07 CONTRACTOR SHALL PERFORM AN ARC FLASH ANALYSIS AT THE INTEGRATED LOAD CENTER AND PROVIDE ARC FLASH LABEL PER NEC.
- 4.08 ALL CIRCUIT BREAKERS AND EQUIPMENT SHALL HAVE A MINIUUM AIC RATING OF 10,000 AMPS. IF THE RATING OF THE UTILITY TRANSFORMER PROVIDING THE ELECTRICAL SERVICE IS GREATER THAN 75 KM2, THE CONTRACTOR SHALL PERFORM A SHORT CIRCUIT ANALYSIS TO DETERMINE THE REQUIRED AIC RATING FOR THE CIRCUIT BREAKERS AND EQUIPMENT, FRORT TO PURCHASING EQUIPMENT, THE CONTRACTOR SHALL CONTACT THE ELECTRIC UTILITY AND GRANT WING THE MINION THE M



SITE NAME MOUNT HOPE SITE No.: 304662 PROJECT #: 16675538 280 RIMER ROAD SALISBURY, NC 28146 ROWAN COUNTY

PREPARED BY: Kimley»Horn

AMBER PARK DRIVE, SUITE 6 ALPHARETTA, GA 30009 PHONE: 770-619-4280 WWW.KIMLEY-HORN.COM

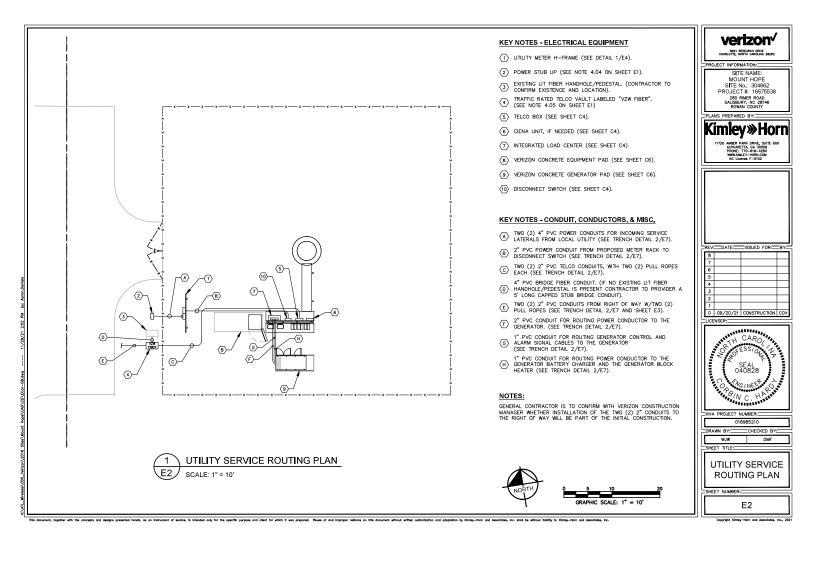
0 09/20/21 CONSTRUCTION CCH

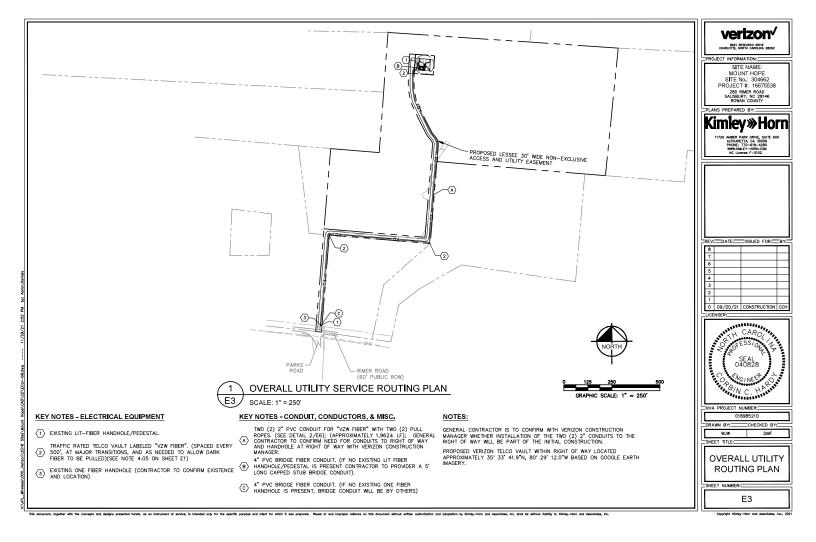


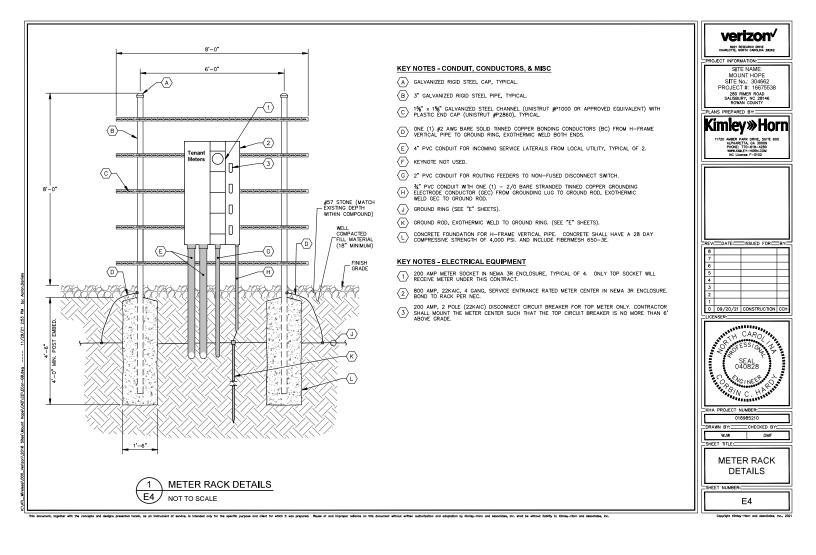
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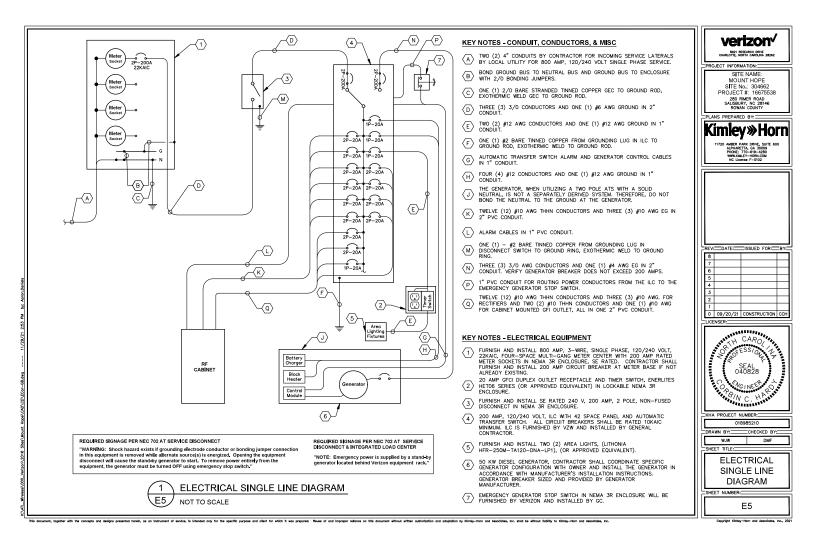
ELECTRICAL NOTES

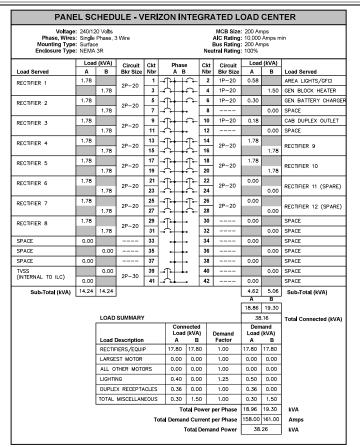
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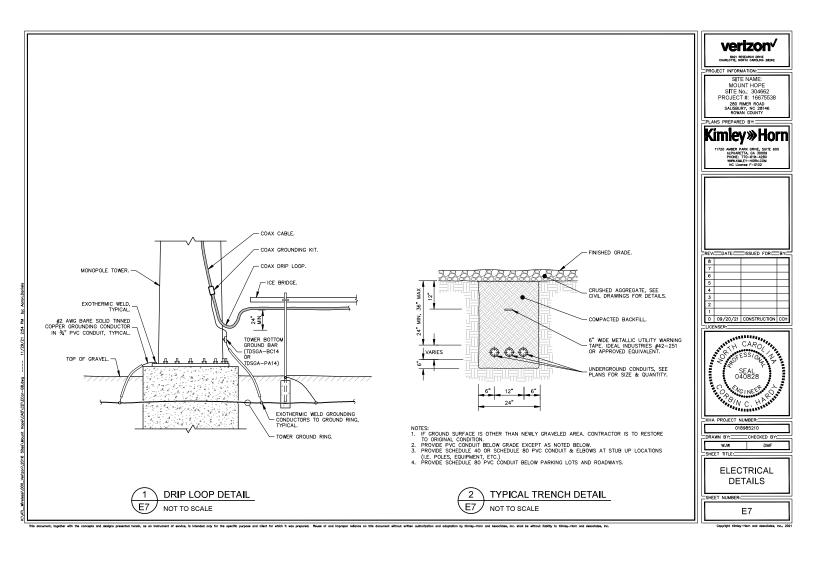
E6

*NOTE: CIRCUIT LOAD AND DEMAND FACTOR PROVIDED BY VERIZON.



NOT TO SCALE

The control of the partic purpose of design presented hands, as an informate of service, is intended only for the specific purpose and client for which it was prepared. Howard of the improper relation on this document without written cultivated and education by fifting-lives and Associates, inc. which is within tability to limitary-term and Associates, inc.



GROUNDING NOTES

- THE GROUND RING SHALL CONSIST OF #2 AWG BARE SOLID TINNED COPPER (STC) CONDUCTOR, UNLESS NOTED OTHERWISE, BURIED AT 30" BELOW FROSHED GRADE (OR BELOW FROST LINE). LOCATE 24" MINIMUM AND 36" MAXIMUM FROM EQUIPMENT AREA AND FROM TOWER FOUNDATION. ALL CONNECTIONS SHALL BE MADE USING A PARALLEL TYPE EXOTHERMIC WELD, UNLESS NOTED OTHERWISE.
- INSTALL GROUND RODS AS SHOWN AND AS REQUIRED. GROUND RODS TO BE COPPER CLAD STEEL, 5/8" DIAMETER AND 10FT IN LENGTH. SPACKONG BETWEEN GROUND RODS SHALL BE 10FT INIMUM AND 15FT MAXIMUM. TOP OF GROUND ROD SHALL BE 10FT MINMUM BELOW GRADE (OR BELOW ROST LINE), BOND TOP OF GROUND ROD TO GROUND WIRE WITH EXOTHERMIC WELD. DD NOT EXOTHERMICALLY WELD ANYTHING TO GROUND ROD EXCEPT GROUND WIRE WHICH PASSES OVER TOP OF GROUND ROD (CLAMPED CONNECTIONS TO GROUND ROD PER TOWER MANUFACTURERS DETAILS ARE ACCEPTABLE).
- EQUIPMENT GROUND RING SHALL HAVE A MINIMUM OF 4 GROUND RODS, INSTALLED AT THE CORNERS OF THE GROUND RING PLUS ADDITIONAL ROOS AS REQUIRED TO COMPLY WITH THE SPACING REQUIREMENTS. TOWER GROUND RING SHALL HAVE A MINIMUM OF GROUND RODS, EXCEPT USE 4 ROOS AT A MONOPOLE TOWER, WHERE SPREAD TOWER FOOTING WOULD PREVENT GROUND RODS. PROM BEING POWEN, INTO SOLE ADJACENT TO TOWER, PROMDE VERTICAL T DIAMETER PLO SLEEPS EMBEDDED IN FOOTING TO ALLOW INSTALLATION OF GROUND RODS.
- EQUIPMENT GROUND RING AND TOWER GROUND RING SHALL BE BONDED TOGETHER WITH TWO #2 STC GROUND LEADS, TYPICALLY ONE ON EACH SIDE OF ICE BRIDGE.
- BOND TOWER TO TOWER GROUND RING AT THREE LOCATIONS WITH #2 STC GROUND LEAD. SELF SUPPORT TOWERS SHALL HAVE EACH LEG BONDED TO GROUND RING, MONOPOLES AND GLYED TOWER SHALL HAVE GROUND LEADS EQUALLY SPACED AROUND TOWER SHALL HAVE GROUND LEADS TO TOP OF BASE PLATES, OR ATTACH TO TOWER USING TOWER MANUFACTURER PROVIDED DETAIL.
- PROVIDE #2 STC RADIALS FROM THE TOWER GROUND RING TO EACH FENCE CORNER POST. RADIALS SHALL HAVE GROUND RODS AS PETHE REQUIRES SPACING. THE GROUND ROD AT THE EAD OF EACH RADIAL SHALL BE 24" MAXIMUM FROM FENCE CORNER POST. CQUIPMENT AREA GROUND RING AND CONNECTING GROUND LEADS [BETWEEN EQUIPMENT AREA AND TOWER GROUND RINGS] MAY BE USED AS PART OF THE RADIAL GOING TO THE FENCE CORNER POST CLOSEST TO THE EQUIPMENT AREA.
- MINIMUM BEND RADIUS FOR #2 AWG GROUND WIRE IS 12", EXCEPT USE 24" FOR TOWER GROUND RINGS AND EQUIPMENT PAD GROUND
- GROUND ALL EXTERIOR EXPOSED METAL OBJECTS. USE TWO HOLE LUGS FOR CONNECTION TO FLAT METAL SURFACES. USE ONLY STAINLESS STEEL HARDWARG ON ALL MECHANICAL CONNECTIONS. CLEAN ALL SURFACES (AND STRIP PAINTED SURFACES) TO BARE BRIGHT METAL PROBLE TO MAKING GROUND CONNECTIONS. APPLY ANTI-OXIDE COMPOUND TO ALL CONNECTIONS. APPLY 2NC RICH PAINT (COLD GALY) TO ALL CONNECTIONS. APPLY 2NC RICH PAINT (COLD GALY) TO ALL CONNECTIONS. APPLY 3NC RICH PAINT (COLD GALY) TO ALL SCHIPPING, ORNOING, CUTTING OR DRILLING.
- ALL GROUNDING CONDUCTORS ABOVE CRADE SHALL BE RUN IN 3/4" REXRELE PVC CONDUIT. CONDUIT SHALL BEGIN WITHIN 3/4" OF ABOVE GROUND CONNECTION POINT, SHALL BEGIN WITHIN 3/4" BELOW GRADE MINIMUM, AND SHALL BE FILLED WITH SEALANT AT ABOVE GROUND CONNECTION POINT. SECURE CONDUIT EVERY 24" ON VERTICAL RUNS AND EVERY 36" ELSEWHERE WITH NON-METALLIC TIES.

- 10A. AT GUYED AND SELF SUPPORT TOWERS MOUNT TDSGA-PA14
 TOWER BOTTOM GROUND BAR ON DEDICATED POST DIRECTLY BELOW
 COAX CABLES COMING OF TOWER. POST TO BE 35. OD
 GALVANIZED SCHEDULE 40 PIPE WITH GALVANIZED PIPE CAP. TOP
 OF POST TO BE 78 "ABOVE GRADE. ENBED POST 30" MINIMUM IN
 12" DIAMETER BY 36" DEEP MINIMUM CONCRETE FOOTING WITH TOP
 OF FOOTING 6" BELOW GRADE. IF TOWER FOUNDATION OBSTRUCTS
 AUGFRED FOOTING, USE POST WITH 10" SQUARE GALVANIZED STEEL
 FLANCE PLATE WELDED TO BOTTOM AND BOLT FLANGE TO TOP OF
 CONCRETE TOWER FOOTING.
- 10B. AT MONOPOLE TOMERS CLAMP TIDSGA—BCI4 TOWER BOTTOM GROUND BAR DIRECTLY TO TOWER. IF RUNNING COAX INSIDE MONOPOLE, CLAMP ONTO BOTTOM LIP OF EATT PORT. IF BANDING COAX TO OUTSIDE OF TOWER, CLAMP ONTO STEEL ANGLE WHICH IS BANDED TO TOWER BOAD TIDSGA—BCI4 TO TOWER GROUND RING WITH TWO #Z STC LEADS LUGGED TO GROUND BAR AND EXOTHERMICALLY WILLDED TO GROUND BAR AND
- AT EQUIPMENT AREA, INSTALL TDSGA-PAM4 EXTERIOR GROUND BAR (THRU-BOLTED STYLE) AT BASE OF (2) INTERIOR H-FRAME POSTS AND AT TOP OF ICE BRIDGE POST WHICH IS NEAREST TO (BUT CLOSER TO TOWER THAN) THE COAX CABLE TERMINATION. MOUNT GROUND BAR TO H-FRAME POSTS AT 6" ABOVE GRAVEL AND TO ICE BRIDGE POST AT 6FT ABOVE GRAVEL
- ALL ICE BRIDGE SECTIONS ARE TO BE JUMERED TOGETHER WITH #2 WIRE, EITHER BARE TINNED COPPER OR GREEN INSULATED STRANGED. ICE BRIDGE SHALL BE GROUNDED AT EACH END WITH #2 STC WIRE LUGGED TO ICE BRIDGE AND EXOTHERMICALLY WELDED TO UPPER PROTING OF NEARST ICE BRIDGE POST. ICE BRIDGE SECTIONS ABOVE H-FRAME SHALL BE GRONDED TO EACH OTHER WISHEST AT EACH END THA ASSEMBLY WILL BE CONSIDERED AS A SHIGLE ICE BRIDGE SECTION FOR GROUNDING PURPOSES.
- 13. BOND EACH ICE BRODE POST, H-FRAME POST OR DEDICATED GROUNDING POST TO BURBLID GROUNDING SYSTEM WHY AS TO LEAD EXCHIERMICALLY WELDED TO POST BELOW TOP OF GRAVEL AND EXCHIERMICALLY WELDED TO GROUND RING. EACH POST TO HAVE SEPARATE GROUND LEAD DIRECTLY TO GROUND RING DO NOT DAISY CHAIN POSTS TOGETHER.
- NUI JAISY CHAIN POSTS TOGETHER.

 14. BOND EACH RE CABINET TO EQUIPMENT GROUND RING WITH #2 AWD TINNED SOULD BARE COPPER CONDUCTOR LUGGED TO CABINET BODY AND EXOTHERMICALLY WELDED TO GROUND RING. LUG TO CABINET BODY LISING LOCATION AT WHICH STUDS ON CABINET BOTY LISING LOCATION AT WHICH STUDS ON CABINET INTERNAL GROUND BAR. RUN CONDUIT AND CONDUCTOR ACROSS INTERNAL GROUND BAR. RUN CONDUIT AND CONDUCTOR ACROSS CABINET AND THEM BEND GROUND WIRE SHARPLY), ACROSS OF CABINET AND THEM BEND GROUND WIRE SHARPLY), ACROSS CONCRETE PAD BELOW CABLE LADDER, THEN DOWN INTO GRAVEL AREA.
- 15. BOND EACH BATTERY CABINET TO GROUND RING WITH #2 AWG INNED SOLID BARE COPPER CONDUCTOR LUGGED TO CABINET BODY AND EXCHTERMICALLY WELDED TO GOKUND RING. OR GOKUND LEAD IN FLEX CONDUIT ALONG BACK OF RBA72 CABINET, ACROSS CONCRETE FAD BELOW CABLE LADDER, THEN DOWN INTO GRANG AREA. ORNECT INDIVIDE LIG TO BACK OF CABINET AT FACTORY PROVIDED GROUNDING STUDS.
- 16. BOND GENERATOR TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO FINS ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.

- 17. WHERE PROPANE TANK IS INSTALLED TO FUEL GENERATOR, BOND PROPANE TANK TO GROUND RING WITH A SINGLE #2 STC CLAMPED TO FILLER PREFER FOR PROPARE TANK AND EXCHEMINALLY MEDED AND TAKE SHORTEST PATH ACROSS CONCRETE FAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING, IP PROPANE TANK FUEL LINE IS METALLIC AND CROSSES COUPMENT GROUND RING, BOND FUEL LINE TO EQUIPMENT GROUND RING, BOND FUEL LINE TO EQUIPMENT GROUND RING HERE THE TWO LINES CROSS WITH A SINGLE #2 STC CLAMPED TO FUEL LINE AND EXCHEMINALLY MEDED TO GROUND RING HERE THE TWO LINES
- BOND GPS ANTENNA and GPS ANTENNA MOUNT TO TSDGA GROUND BAR AT BOTTOM OF H-FRAME POST WITH #2 GREEN INSULATED STRANDED GROUND WIRE.
- PROVIDE TWO GROUND RODS OUTSIDE GATES OF COMPOUND.
 DISTANCE BETWEEN GROUND RODS SHALL MATCH WIDTH THE GATE
 LONGEST INDIVIDUAL GATE LEAF BOND CATE POSTS TOGETHER WITH
 #Z STC LEAD WHICH RUNS PAST AND CONNECTS TO GROUND RODS
 OUTSIDE GATES.
- BOND EACH GATE POST WITH #2 STC TO NEAREST PORTION OF GROUNDING SYSTEM INSIDE COMPOUND.
- 21. BOND EACH GATE TO GATE POST WITH FLEXIBLE INSULATED OR BRAIDED #4/0 COPPER STRAP. EXOTHERMICALLY WELD STRAP TO BOTH GATE AND GATE POSTS.
- 22. ANY METAL FENCE POST WITHIN 6FT OF A GROUNDED METAL OBJECT SHALL BE BONDED TO THE NEAREST GROUND RING, ANY METAL FENCE WITHIN 6FT OF A GROUND RING SHALL HAVE THE LINE POSTS BONDED TO THE GROUND RING AT JOFT MAXIMUM INTERVALS AS MEASURED ALONG THE LENGTH OF THE FENCE.
- 23. WHERE GROUND BASED RRU'S, RAYCAP OVE'S OR DIFFERENCE.

 INSTALLED AT THE EQUIPMENT AREA, BOND EACH COMPONENT TO NEAREST TOSCH GROUND BAR BELOW THE COMPONENT WITH 42 GREEN INSUATED STRANGED GROUND MRKE, SINGLE LUG OR RING THPE COMPONENT ON TO SUITABLE FOR CONNECTION TO GROUNDING STUD ON EACH COMPONENT.
- 24. NOTIFY VZW CM. TO INSPECT GROUND RING BEFORE BACKFILLING. CONTRACTOR SHALL HIRE A 3RD PARTY TO PERFORM AN IEEE FALL OF POTENTIAL METHOD GROUND IS TEST, MAXIMUM ALLOWABLE RESISTANCE TO GROUND IS 5 DIMS. PROVIDE ADDITIONAL GROUND SYSTEM COMPONENTS AS REQUIRED TO ACHIEVE THIS VALUE.
- REFER TO TOWER GROUNDING DIAGRAM AND NOTES FOR GROUND SYSTEM REQUIREMENTS ON THE TOWER.
- GROUNDING OF ALL ELECTRICAL EQUIPMENT SHALL BE AS PER NEC, MUNICIPAL AND UTILITY COMPANY REQUIREMENTS.

verizon/ 8021 RESEARCH DRIVE

SITE NAME MOUNT HOPE SITE No.: 304662 PROJECT #: 16675538 280 RIMER ROAD SALISBURY, NC 28146 ROWAN COUNTY

Kimley »Horn

11720 AMBER PARK DRIVE, SUITE 60 ALPHARETTA, GA 30009 PHONE: 770-619-4280 WWW.KIMLEY-HORN.COM



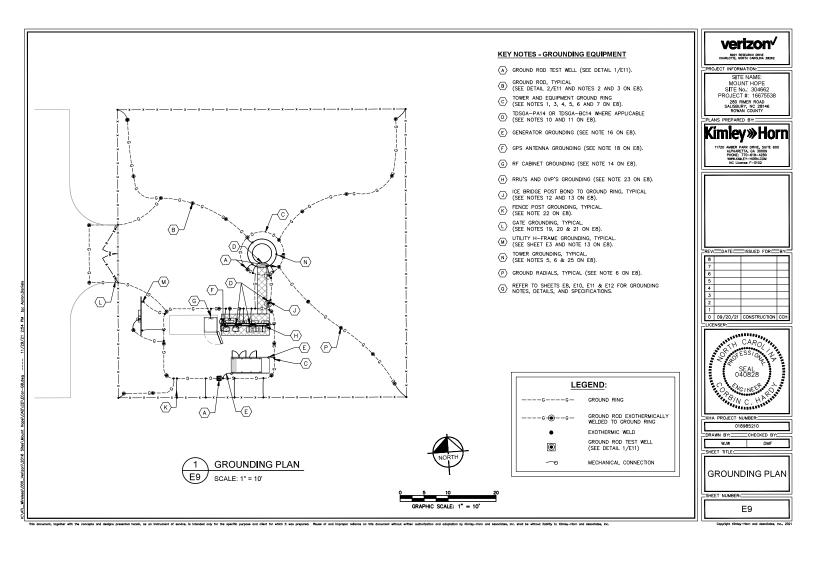


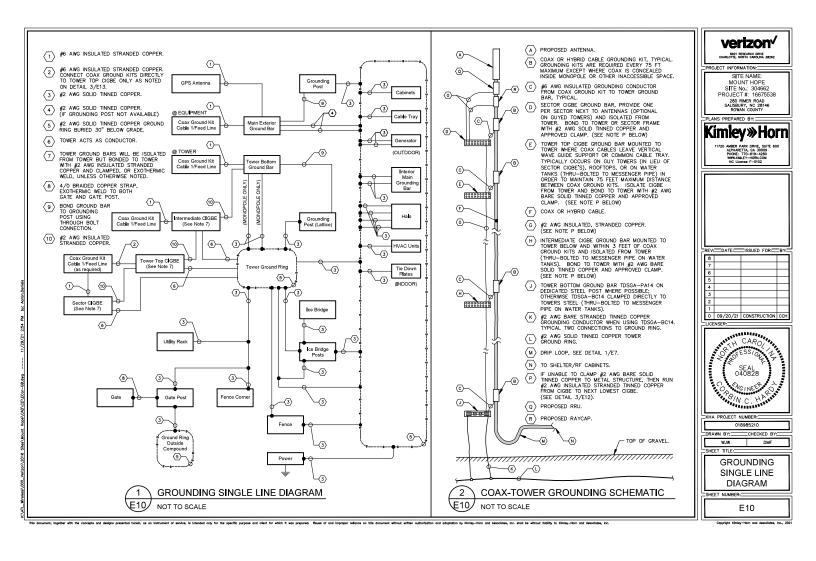


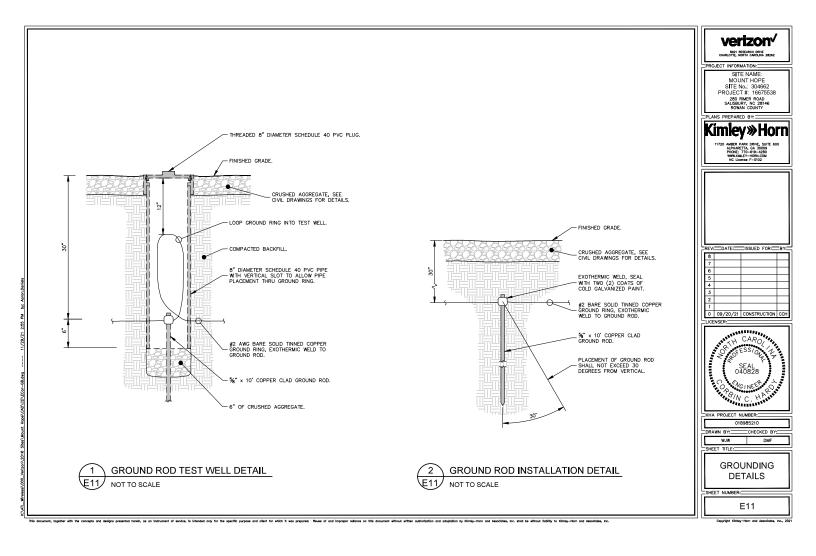
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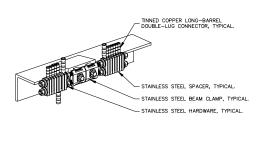
GROUNDING NOTES

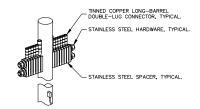
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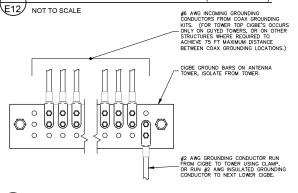


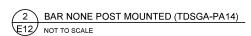


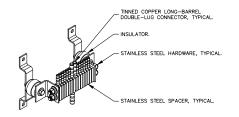












ANTENNA GROUND WIRE INSTALLATION DETAIL

Œ12/ NOT TO SCALE

NOTES:

ALL CIGBE GROUND BARS ON TOWER ARE TO BE ERICO TDSGA. TYPICALLY USE TDSGA-WB17 ISOLATED FROM UNISTRUT BRACKET.

IF CIGBE CANNOT BE CONNECTED TO TOWER WITH #2 AWG GROUNDING CONDUCTOR, VIA CLAMP OR EXOTHERMIC WELD, THEN RUN #2 AWG BLACK GROUND LEAD FROM GIGBE DOWN TO NEXT LOWER CIGBE. SECURE GROUND LEAD WITH NON-METALIC TIES AT SAME SPACING AS COAX SUPPORTS.





SITE NAME:
MOUNT HOPE
SITE No.: 304662
PROJECT #: 16675538
280 RIMER ROAD
SAUSBURY, NC 28146
ROWAN COUNTY

Kimley» Horn

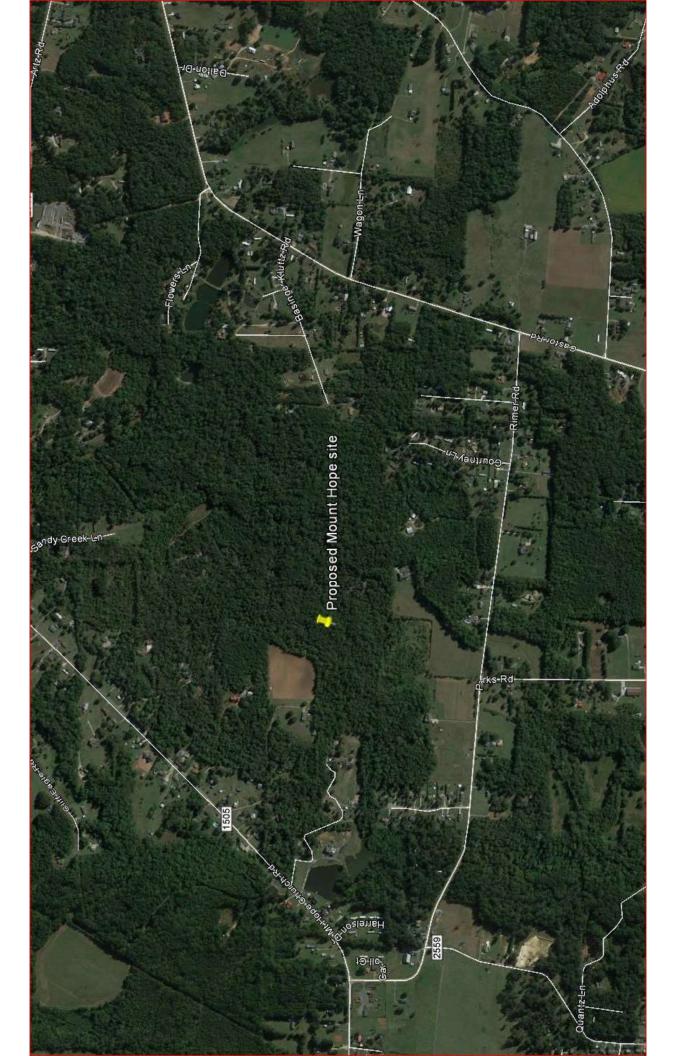
11720 AMBER PARK DRVE, SUITE 600
ALPHARETTA, GA, 30009
PHONE: 770-619-4280
WW.KHUEY-HORLCOM

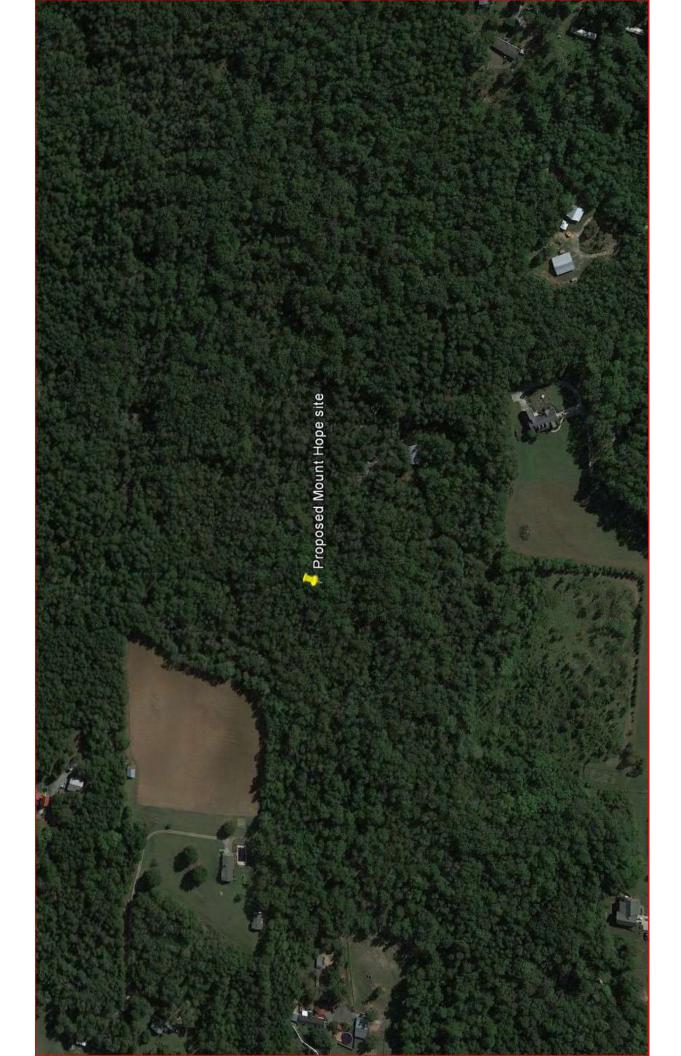


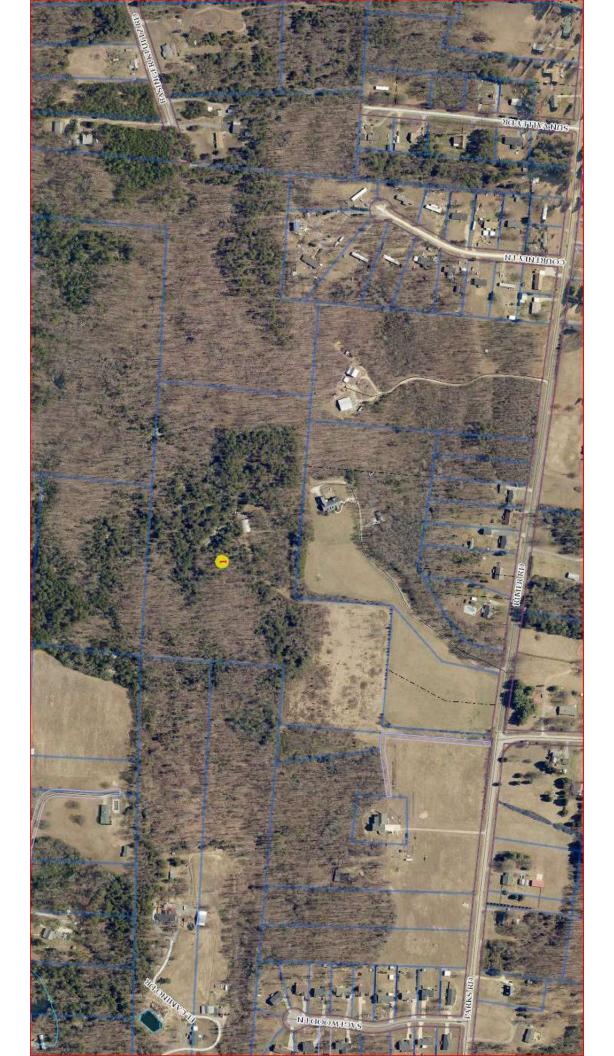
GROUNDING **DETAILS**

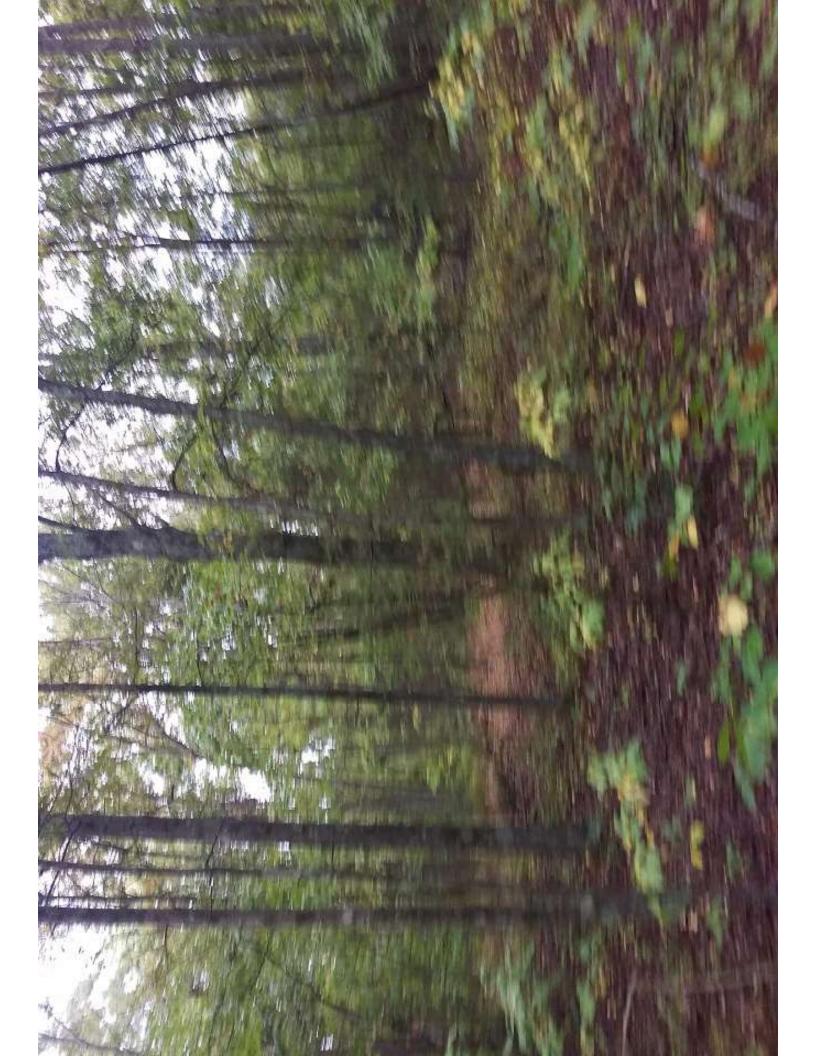
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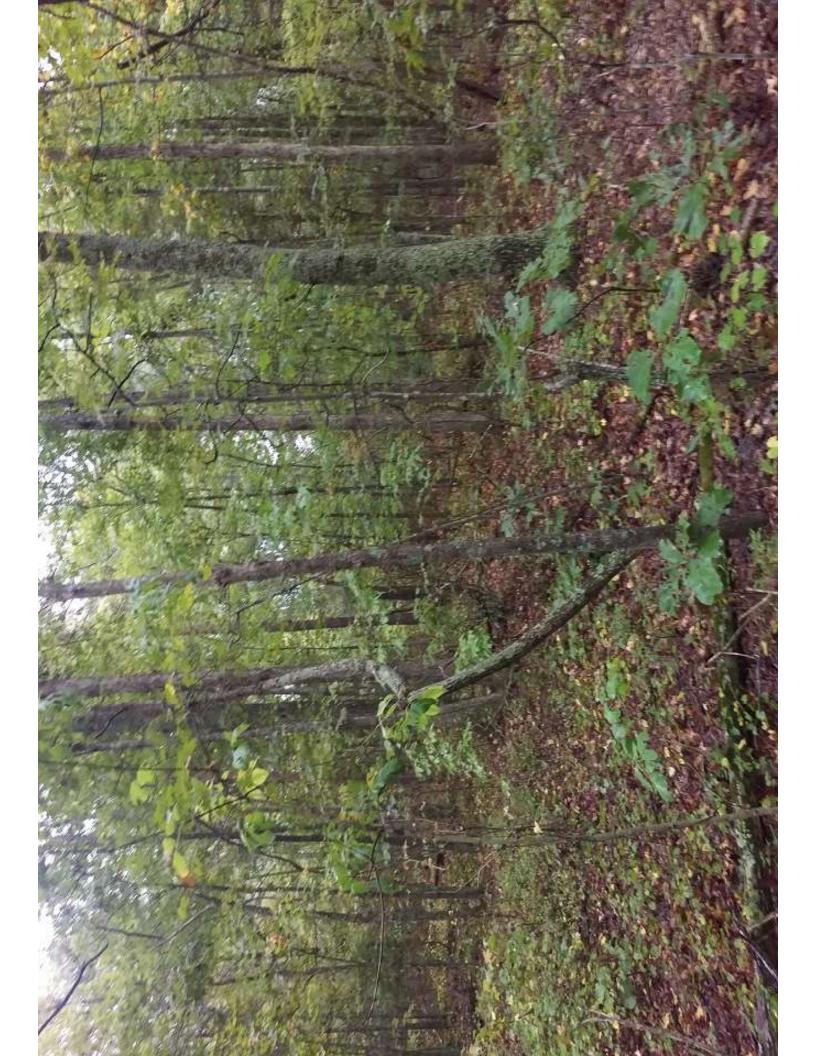
ment, ligation with this concepts and destigan generated havels, on indicated of enrich, it intended only for the sportific purpose and client for which it was prepared. Resear of and improper reference on this document without withon cultivariation and adoptation by distript-time and Association, inc. and it is without facility to limits-time and Associations, inc.

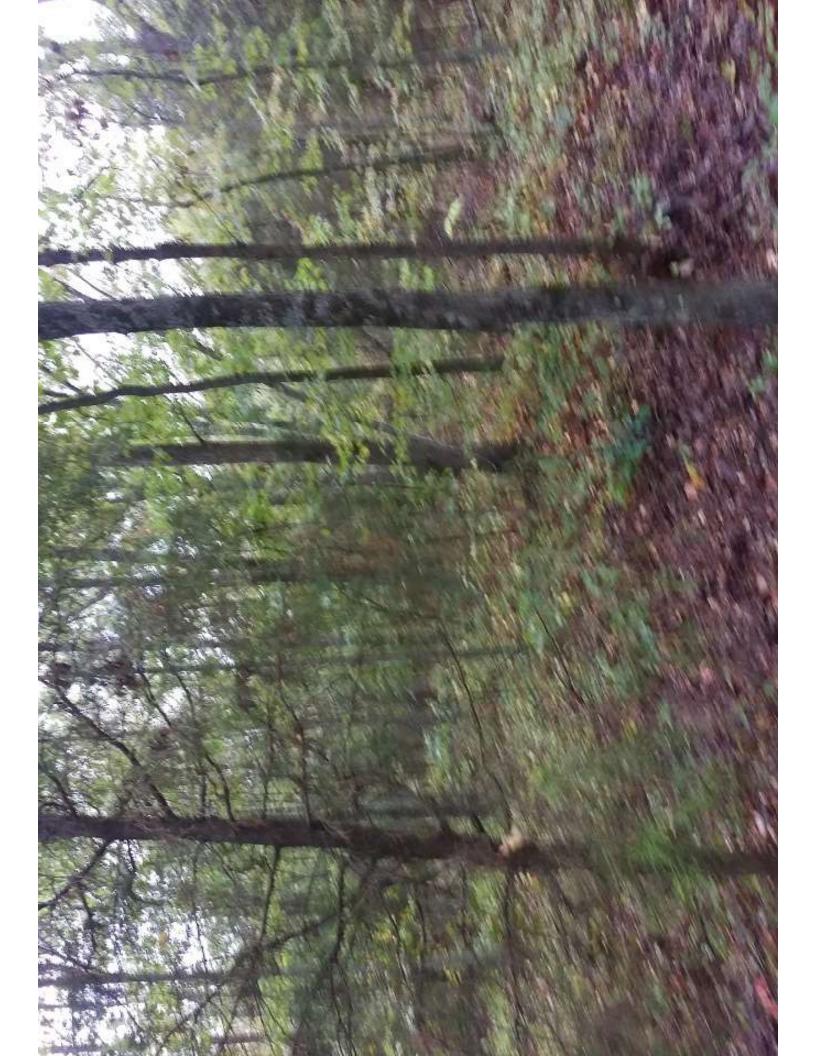


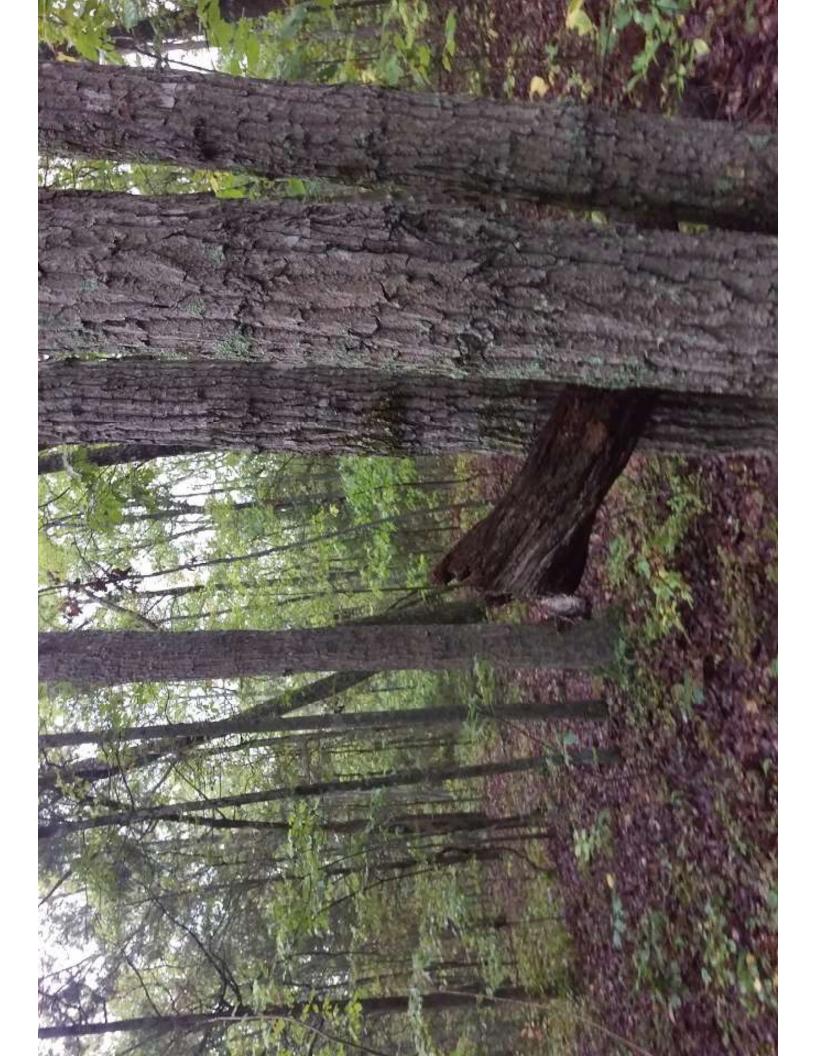


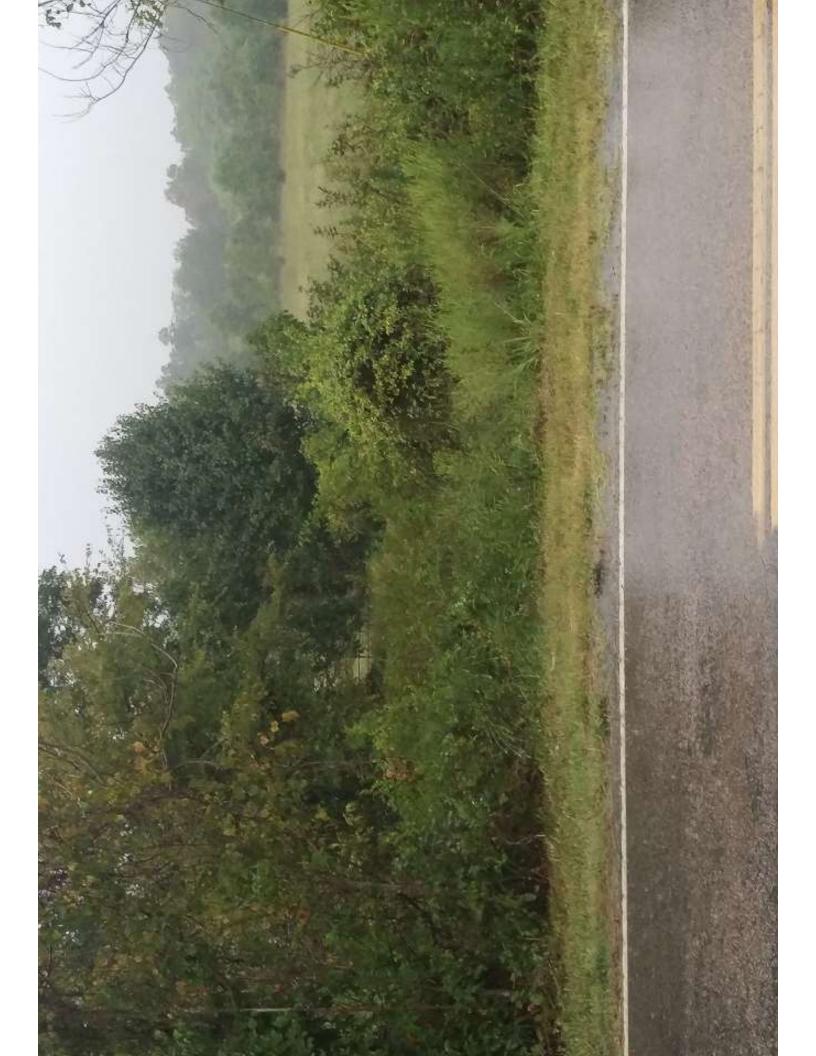














September 22, 2021

Shane Stewart, Assistant Planning Director Rowan County Planning & Development 402 N. Main Street, Suite 204 Salisbury, North Carolina 28144

Subject: Mount Hope Inability to Collocate and Facility Siting Certification

Dear Mr. Stewart,

Per the Rowan County Zoning Ordinance Sections 21-60(3)(a.1-2):

- a. New wireless support structures. For all new wireless support structures, the county encourages the applicant to investigate preferred sites and those locations that minimize the impact to the North Carolina Scenic Byway corridor. In the event the new wireless support structure cannot be located at a preferred site, evidence that the applicant has investigated the possibilities for co-location on an existing wireless support structure shall be presented with its application. At a minimum the evidence should contain:
 - Copies and responses of certified letters sent to owners/operators of all existing towers and structures with telecommunications facilities within the search ring of the proposed site, requesting the following information:
 - i. Height above ground and sea level.
 - ii. Existing tenants, including any telecommunication service providers and planned tower use.
 - iii. Whether the existing site could accommodate the addition of their wireless facilities.
 - iv. If the addition of their wireless facilities cannot be accommodated, an assessment of whether the existing site could be upgraded and a general description of the means and projected costs of shared use of the tower
 - Inventory of all preferred sites, and alternative tower structures
 considered within the search ring, including specific analysis of
 each preferred site and alternative tower structure outlining
 positive and negative aspects for utilizing.



Please let this letter serve as certification that there are no preferred sites, existing towers, or alternative buildings or structures upon which to collocate within the search area in which Verizon Wireless' proposed equipment must be located in order to meet the network objective. Therefore, collocation is not possible and construction of the new "Mount Hope" communication tower is necessary.

.

Sincerely,

John Yeag**l**ey

Site Acquisitions Manager Chase Real Estate Services



APPLICATION FOR ZONING APPROVAL BY CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE CONSTRUCTION OF A WIRELESS TELECOMMUNICATION TOWER AND RELATED APPURTENANCES

MOUNT HOPE SITE

FUTURE COLLOCATION CERTIFICATION

Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") agrees to comply with Section 21-60(3)(a)(6) of the Rowan County Zoning Ordinance (the "Ordinance"), and certifies that the proposed "Mount Hope" telecommunication tower located at 280 Rimer Road, Rowan County, North Carolina will be designed and constructed to accommodate at least five total users.

CELLCO PARTNERSHIP

D/B/A

VERIZON WIRELESS

Printed Name: Michael Haven

Title: Manager - RE/Regulatory

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***********
                             Federal Airways & Airspace
                 *
                          Summary Report: New Construction
                                 Antenna Structure
***********
                 Airspace User: Your Name
                 File: MOUNTHOPE
                 Location: Faith, NC
                 Latitude: 35°-33'-55.5" Longitude:
80°-29'-05.8"
                 SITE ELEVATION AMSL.....877 ft.
                 STRUCTURE HEIGHT.....169 ft.
                 OVERALL HEIGHT AMSL.....1046 ft.
    NOTICE CRITERIA
      FAR 77.9(a): NNR (DNE 200 ft AGL)
      FAR 77.9(b): NNR (DNE Notice Slope)
      FAR 77.9(c): NNR (Not a Traverse Way)
      FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria
for RUQ
      FAR 77.9: NNR (No Expected TERPS® impact JQF)
      FAR 77.9(d): NNR (Off Airport Construction)
      NR = Notice Required
      NNR = Notice Not Required
      PNR = Possible Notice Required (depends upon actual IFR
```

procedure)

For new construction review Air Navigation

Facilities at bottom

of this report.

Notice to the FAA is not required at the analyzed location and height for

slope, height or Straight-In procedures. Please review the 'Air Navigation'

section for notice requirements for offset IFR procedures and EMI.

OBSTRUCTION STANDARDS

FAR 77.17(a)(1): DNE 499 ft AGL

FAR 77.17(a)(2): DNE - Airport Surface

FAR 77.19(a): DNE - Horizontal Surface FAR 77.19(b): DNE - Conical Surface FAR 77.19(c): DNE - Primary Surface FAR 77.19(d): DNE - Approach Surface FAR 77.19(e): DNE - Transitional Surface VFR TRAFFIC PATTERN AIRSPACE FOR: RUQ: ROWAN COUNTY Type: A RD: 28931.11 RE: 769.5 FAR 77.17(a)(1): DNE FAR 77.17(a)(2): DNE - Height No Greater Than 200 feet AGL. VFR Horizontal Surface: DNE VFR Conical Surface: DNE VFR Approach Slope: VFR Transitional Slope: DNE VFR TRAFFIC PATTERN AIRSPACE FOR: JQF: CONCORD RGNL Type: A RD: 89950.65 RE: 704.7 FAR 77.17(a)(1): DNE FAR 77.17(a)(2): DNE - Greater Than 5.99 NM. VFR Horizontal Surface: DNE VFR Conical Surface: DNE VFR Approach Slope: DNE VFR Transitional Slope: DNE TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4) FAR 77.17(a)(3) Departure Surface Criteria (40:1) DNE Departure Surface MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA) FAR 77.17(a)(4) MOCA Altitude Enroute Criteria The Maximum Height Permitted is 1700 ft AMSL PRIVATE LANDING FACILITIES FACIL BEARING RANGE DELTA ARP FAA IDENT TYP NAME To FACIL IN NM ELEVATION IFR _____ 41NC AIR SLOOP 214.64 3.19 +252 Possible Impact to Private Landing Facility Exceeds 219 ft VFR Transitional Surface (N/A Private Airport). 227.72 4.84 6NC2 AIR WILHELM +296 No Impact to VFr Transitional Surface. Below surface height of 384 ft above ARP.

255.2 5.71

02NC HEL RACE CITY

+237

No Impact to Private Landing Facility Structure is beyond notice limit by 29695 feet.

AIR NAVIGATION ELECTRONIC FACILITIES

	FAC		ST			DIST	DELTA			
GRND	APCH IDNT	TYPE	AT	FREQ	VECTOR	(ft)	ELEVA	ST	LOCA	ATION
ANGLE	BEAR									
	RUQ	LOCALIZER	I	109.9	336.68	28673	+281	NC	RWY	20
ROWAN	COUN	.56 202	2							
	RUQ	LOM	I		358.72	61057	+346	NC	RWY	20
ROWAN	COUN	.32								
	RU	NDB	I	27	358.7	61067	+347	NC		
ROVDY			.33							
	CLT	RADAR	ON		227.04	188049	+245	NC		
CHARLO	OTTE/DO	OUGLAS .	07							
	CLT	VOR/DME	I	115.0	225.41	194966	+314	NC		
CHARLO	OTTE		.09							
	QRM	RADAR ARSR	Y	1277.4	274.45	224605	+77	NC		
Maider	า		02							

CFR Title 47, \$1.30000-\$1.30004

 $\,$ AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.

Movement Method Proof as specified in \$73.151(c) is not required.

Please review 'AM Station Report' for details.

Nearest AM Station: WRNA @ 9456 meters.

Airspace® Summary Version 17.1.429

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02-23-2017 15:12:15

FCC MARKET NAME	FCC Radio Service Code	FCC Market Number	FCC Channel Block
Charlotte-Gastonia-Rock Hill, NC-SC	AW	BEA023	В
Southeast	AW	REA002	F
North Carolina 15 - Cabarrus	CL	CMA579	В
North Carolina 15 - Cabarrus	CL	CMA579	В
North Carolina 15 - Cabarrus	CL	CMA579	Α
Charlotte-Gastonia, NC	CW	BTA074	С
Charlotte-Gastonia, NC	CW	BTA074	С
Salisbury, NC	PM	PEA208	A1
Salisbury, NC	PM	PEA208	A2
Salisbury, NC	PM	PEA208	A3
Salisbury, NC	PM	PEA208	A4
Salisbury, NC	PM	PEA208	A5
Salisbury, NC	PM	PEA208	B1
Salisbury, NC	PM	PEA208	B2
Salisbury, NC	PM	PEA208	B3
Salisbury, NC	PM	PEA208	B4
Salisbury, NC	PM	PEA208	B5
Charlotte-Gastonia, NC	UU	BTA074	L1
Charlotte-Gastonia, NC	UU	BTA074	L2
Salisbury, NC	UU	PEA208	M1
Salisbury, NC	UU	PEA208	M10
Salisbury, NC	UU	PEA208	M2
Salisbury, NC	UU	PEA208	M3
Salisbury, NC	UU	PEA208	M4
Salisbury, NC	UU	PEA208	M5
Salisbury, NC	UU	PEA208	M6
Salisbury, NC	UU	PEA208	M7
Salisbury, NC	UU	PEA208	M8
Salisbury, NC	UU	PEA208	M9
Southeast	WU	REA002	С

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County Name	Frequencies(1)	Frequencies(2)	Frequencies(3)	Frequencies(4)
Rowan	1720-1730 / 2120-2130	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	1745-1755 / 2145-2155	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	835-845 / 880-890	846.5-849 / 891.5-894	0-0 / 0-0	0-0 / 0-0
Rowan	835-845 / 880-890	846.5-849 / 891.5-894	0-0 / 0-0	0-0 / 0-0
Rowan	824-835 / 869-880	845-846.5 / 890-891.5	0-0 / 0-0	0-0 / 0-0
Rowan	1900-1905 / 1980-1985	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	1905-1910 / 1985-1990	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	3700-3720 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	3720-3740 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	3740-3760 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	3760-3780 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	3780-3800 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	3800-3820 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	3820-3840 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	3840-3860 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	3860-3880 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	3880-3900 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	27500-27925 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	27925-28350 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	37600-37700 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	38500-38600 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	37700-37800 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	37800-37900 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	37900-38000 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	38000-38100 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	38100-38200 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	38200-38300 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	38300-38400 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	38400-38500 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Rowan	746-757 / 776-787	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0





Rowan County Planning & Development ATTN: Ed Muire, Planning & Development Director 402 N. Main Street Salisbury, NC 28144

RE: Verizon Wireless Non-Interference Statement for Mount Hope

Dear Mr. Muire:

Verizon Wireless operates a Wireless Network authorized by the Federal Communications Commission (FCC) to provide wireless communication throughout the nation, including Rowan County, North Carolina. Verizon Wireless' operation and network are licensed and regulated by the FCC. The FCC rules governing the operation of wireless telecommunications facilities are designed to protect co-channel and adjacent licenses against harmful interference. The FCC has exclusive jurisdiction over these requirements.

The proposed "Mount Hope" Verizon Wireless facility is in compliance with all applicable FCC requirements. Verizon Wireless' engages in the following practices pertinent to complying with FCC requirements:

- 1. Verizon Wireless locates its transmitting antenna(s) in order to maximize vertical and horizontal separation from other operator's systems to minimize interference potential;
- 2. All operating hardware at the site is type-accepted by the FCC as far as emission levels within Verizon Wireless' licensed frequency band in addition to spurious emissions outside of Verizon Wireless frequency band;
- 3. The power levels generated by the base station hardware and corresponding effective radiated power (ERP) from the transmit antenna(s) are within the limitations specified by Part 22 of the Commission's Rules; and
- 4. Intermodulation studies are prepared an analyzed considering all carriers on the tower to ensure no mixing of frequencies will create harmful interference to/from Verizon Wireless' wireless system.

Verizon Wireless is committed to providing state of the art wireless services that benefits your community. If you have any questions please feel free to contact me.

Sincerely,

Ashutosh Pandey

RF Engineer – Verizon Wireless

IMPACT STUDY

Impact Study - Cell Tower 280 Rimer Road Salisbury, Rowan County, North Carolina 28146

Type Report: Impact Study

Effective Date November14, 2017

Client's Project ID n/a



November 27, 2017

Ms. Laura D. Goode Attorney Baker, Donelson, Bearman, Caldwell & Berkowitz, PC 1501 Main St., Suite 600 Columbia, SC 29201

RE: Impact Study for Proposed Telecommunications Facility located at 280 Rimer Road, Salisbury, Rowan County, North Carolina.

Dear Ms. Goode:

I have completed a study of the proposed tower. The scope of the assignment is to provide an analysis and conclusions addressing whether the proposed development will substantially injure the values of adjacent or abutting properties.

The impact study is intended to conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The impact study is not an appraisal as it does not report a value of any property; however, the study employs appraisal methodology to reach our conclusions of the impact of the proposed development.

The proposed development is a dedicated communication tower to be located on a property owned by Debbie Craddock and Patricia Moore. They are the owners of other parcels adjacent to the site of the proposed tower. The siting of the proposed tower is in the northwest corner of the site. The siting of the proposed tower minimizes the visual impact in concert with the existing tree canopy. The surrounding land uses include low density residential and vacant land. The surrounding land uses are a contributing factor in the development of a conclusion regarding the potential impact of the tower.

The conclusions of this study are supported by the data and reasoning set forth in the attached narrative. Your attention is invited to the Assumptions and Limiting Conditions section of this report. The analysts certify that we have no present or contemplated future interest in the proposed development, and that our fee for this assignment is in no way contingent upon the conclusions of this study.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS:

Laura Goode November 27, 2017 Page 2

It is an extraordinary assumption of this report that the proposed development will be constructed as detailed in the report. Further, it is an assumption of the study that the existing access will be used to access the proposed wireless facility.

The content and conclusions of this report are intended for our client and for the specified intended uses only. They are also subject to the assumptions and limiting conditions as well as the specific extraordinary assumption set forth in this report.

It is our opinion that the proposed development will not substantially injure the values of adjacent or abutting properties and that it is located in an area where it does not substantially detract from the aesthetics and neighborhood character.

Thank you for the opportunity to be of service. If you have any questions or comments, please contact our office.

Sincerely yours,

MICHAEL P. BERKOWITZ MPB REAL ESTATE, LLC

TABLE OF CONTENTS

SCOPE OF THE ASSIGNMENT	
PREMISES OF THE STUDY	6
Identification of Subject	
Client, Purpose, and Intended Use and Intended Users	
Analyst	
Property Inspection	
Extraordinary Assumptions of Report	
Effective Date of Study	
Date of Report	7
Type Report	7
Study Development and Reporting Process	
PROPOSED FACILITY	
Tower	8
Site Improvements	9
Access	
Location	10
SURROUNDING LAND USES	11
ROWAN COUNTY ZONING ORDINANCE	
MARKET RESEARCH	16
ADDENDA	
Certifications	
Qualifications of the Analyst	

SCOPE OF THE ASSIGNMENT

In accordance with our agreement with the client, this impact study is specific to the needs of our client as part of an application for a conditional use permit to be considered by Rowan County Officials. Our study and the reporting of our study is in agreement with our client as follows:

The proposed development requires a Conditional Use Permit. The report is intended to address Article III Section 21-58 (e)(2) which states:

"That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property."

The scope of the assignment includes research of existing towers in the neighborhood. The neighborhoods and their surrounding developments are researched to determine whether the proposed development, referred to as the "Mount Hope Site", is consistent with the location of other towers in this section of Rowan County and their impact, if any, on neighborhood development patterns and property values.

The impact study provides an analysis of the surrounding properties. The analysis includes existing improvements, zoning designations and likely development patterns. The existing uses as of the effective date of this report in concert with the market data provided are contributing factors to the conclusions of this study.

PREMISES OF THE STUDY

Identification of Subject Mount Hope Site

280 Rimer Road

Salisbury, Rowan County, NC 28146

Tax Parcel ID: 422-179

Client, Purpose, and Intended Use and Intended Users Ms. Laura D. Goode

Attorney

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC

1501 Main St., Suite 600

Columbia, SC 29201

The client and intended user is Ms. Laura Goode. The intended use is as an aid to assist Rowan County officials in rendering a decision regarding the issuance of a conditional use permit for the proposed development. The study is not intended for any other use or users.

Analyst

Michael P. Berkowitz

MPB Real Estate, LLC 1100 Sundance Drive Concord, NC 28027

Property Inspection

Michael Berkowitz inspected the property and neighborhood surrounding the proposed development. Details of surrounding land uses and observations are provided throughout the report. I also performed off site visual inspections of several towers located in Rowan County. I consider my observations in the context of the market data. They are a contributing factor to my conclusions. Photographs of the property were taken during Mr. Berkowitz's inspection.

Extraordinary Assumptions of Report

It is an extraordinary assumption of this report that the improvements as described within this report are compliant with the appropriate ordinance regarding items including but not necessarily limited to setbacks, landscaping, access and other items outside our field of expertise for this assignment. These items will be addressed as part of the application by others with expertise within the respective fields.

Should the extraordinary assumptions not exist, we reserve the right to amend this study.

Effective Date of Study

November 14, 2017

Date of Report

November 27, 2017

Type Report

Impact Study Report

Study Development and Reporting Process

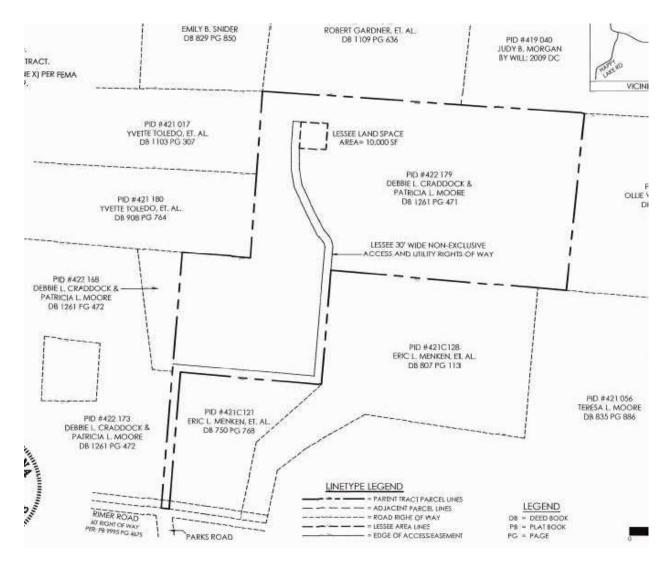
In preparing this study, the analyst:

- Analyzes physical affects, if any, of the proposed construction on properties in the immediate area as well as the neighborhood;
- Reviews plans for the proposed development to determine whether it is in compliance with the Rowan County Commercial Communications Tower Ordinance with respect to items within my field of expertise;
- Reviews site plan provided by our client with respect to the physical characteristics of the proposed development;
- Reviews Section 21.60.3 of the Rowan County Zoning Ordinance regarding the development of Communication and Wireless support structures;
- Researches market data around existing cell towers in Rowan County to determine whether the proposed development is in accordance with the other similar developments in the area.

PROPOSED FACILITY

Tower

Based on information provided to the analyst, the proposed tower will consist of a 165-foot "monopole" communications tower. The following site plan shows the proposed site.



SITE PLAN

Site Improvements

The site improvements include an eight-foot chain link fence with three strands of barbed wire. As we will detail throughout this report, the existing vegetation provides a strong buffer that will obscure a significant portion of the proposed development. The base of the proposed tower will be totally obscured from neighboring properties.

Access

The shape of the site and limited frontage of the property instigated the improvement and/or new installation of an access road to the northwestern corner of the site. The road will parallel the eastern boundary of the site. This appears consistent with the existing access to the property. The scope

of the work for the access driveway is included in the plans that are part of the application. We assume that the access for the proposed development is in accordance with all local and state regulations. Given the use of the current access, we consider the assumption reasonable.

Location

The proposed tower is located in a heavily wooded area off the Rimer Road corridor. As we will detail later in the report, the majority of property in the area is used for low density residential and agricultural purposes.

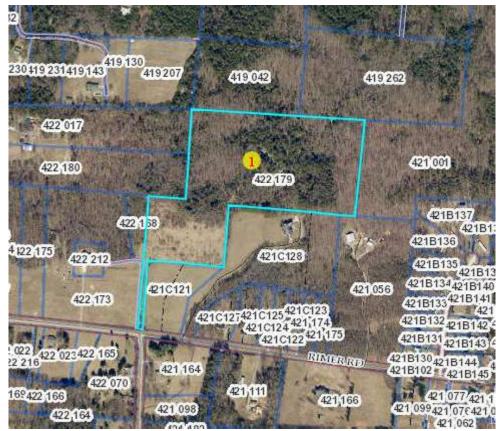
The subject has a zoning designation of RA, Residential/Agricultural District. The developments along the Rimer Road corridor are consistent with this designation.



SURROUNDING LAND USES

The proposed development is located on a 23.98-acre tract of land off of Rimer Road. Many of the parcels in the immediate area are vacant or used for agricultural purposes. The remaining parcels are improved with low density residential improvements. The following chart provides a list of the adjacent properties Followed by an aerial of the properties.

Adjacent Properties Summary						
Tax Parcel	Address/Location	Owner	Acres	Improvements	Use	
422 173	725 Parks Road	D. Craddock & P. Moore	12.57	None	Vacant Land	
422 168	Parks Road	D. Craddock & P. Moore	1.26	None	Vacant Land	
422 180	310 El Camino Dr.	Yvette Toledo et al	11.61	Mobile Home	SFD	
422 017	425 El Camino Dr.	Yvette Toledo et al	13.71	SFD	SFD	
419 207	Mt. Hope Church Rd.	Emily Snider	5.12	Shed	Agricultural	
419 042	Mt. Hope Church Rd.	Robert Gardner et al	8.29	None	Vacant Land	
419 262	Sandy Creek Ln.	Judy Morgan	15	None	Agricultural	
421 001	Basinger Klutz Rd.	Virginia Stancil	24.5	None	Vacant Land	
421 056	390 Rimer Rd.	Teresa Moore	12.13	SFD	SFD	
421C128	170 Rimer Rd.	Eric & Madelyn Menken	11.19	SFD	SFD	
421C121	Rimer Rd	Eric & Madelyn Menken	4.08	None	Vacant Land	



For the purposes of the analysis, we do not include the two properties under the same ownership as the proposed site. We have segregated the remaining adjacent properties into two categories. The segmentation of the properties is based on the location and potential visual impact of the proposed tower. The categories are the properties closer to the tower that are accessed from other streets and the properties along Rimer Road.

Properties Off Rimer Road – This group of properties have access from streets other than Rimer Road. There are two properties to the west that are improved with single family dwellings. Both of these properties have a long thin shape and consist of over 10 acres. The area abutting the proposed tower is heavily wooded. The potential visual impact on these properties is nominal if visible at all.

The three properties along the northern boundary of the proposed development are vacant tracts of land. Again, all of these parcels include significant trees that in conjunction with

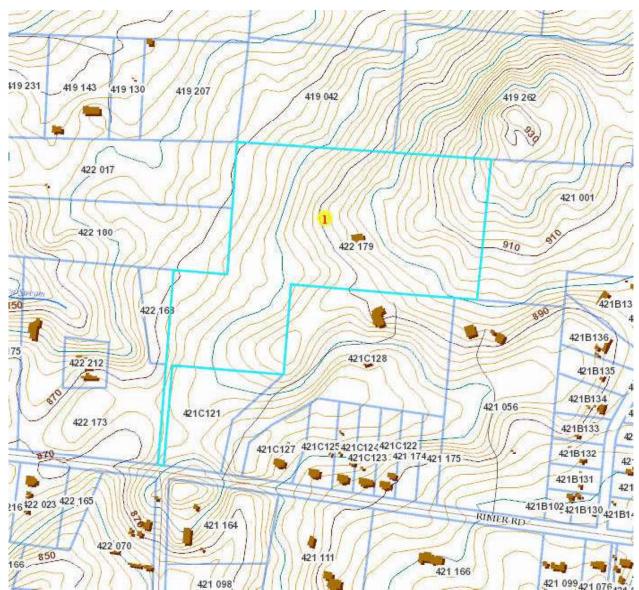
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the trees around the proposed development will minimize the visual impact of the proposed tower.

The last parcel in this category is the heavily wooded tract immediately to the east of the proposed tower. As with the other parcels in this category, the trees on the subject property and the adjacent property will minimize the visual impact of the proposed tower.

Properties Along Rimer Road — There are three parcels located south of the proposed tower that are adjacent to the subject parcel. Two of the parcels are improved with single family dwellings. The third parcel is under the same ownership as the adjacent parcel. The siting of the proposed tower minimizes the visual impact because of its location within a heavily wooded area on the subject property. Further, development patterns in the immediate area include the preservation of trees to provide screening and buffers with adjacent properties.

The following exhibits provide topographical maps of the proposed development as well as surrounding properties. The proposed tower will be located in the northwestern corner of the site. The elevations are considered in the analysis of potential visual impact of the tower on surrounding properties.



As we will discuss in the following section, the scope of the assignment is to determine whether the proposed development is in accordance with the Rowan County zoning ordinance regarding the issuance of a conditional use permit and the development of wireless communications support structures. The items within our field of expertise are detailed in the following section.

ROWAN COUNTY ZONING ORDINANCE

As part of the assignment, I reviewed Article III Section 21-58 (e)(2) of the Rowan County Zoning Ordinance. This section details the review procedures for development of a

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wireless support structure and the conditional use permit requirements. The following was extracted from the ordinance.

- (e) Required findings. All decisions regarding a conditional use permit application shall not be approved or denied unless each of the following findings has been made:
 - The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety;
 - (2) That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity; and
 - (3) That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

The items within this section are mentioned in the study, but surveys and other physical features will be addressed in the application for the conditional use permit.

Based on our review of the ordinance, the remainder of the study focuses on the relation to surrounding property and potentially injurious effect of the conditional use on adjoining properties and the character of the neighborhood. Please note, we have segregated the properties as detailed earlier in the report. The potential impact on these properties is the visual impact of the proposed tower.

Properties Off Rimer Road – This group of properties are heavily wooded. The elevations are lower than the proposed development. Based on the existing tree cover on the subject as well as these properties, we consider it unlikely that the proposed tower will be visible.

Properties Along Rimer Road — There are three parcels located south of the proposed tower that are adjacent to the subject parcel. The proposed tower is on the opposite side of a slope that puts the base of the proposed tower below the elevations of one of the single family dwellings. Again, the improvements for these properties are surrounded by trees. Further, the orientation of the single family dwelling closest

to the proposed tower would place the tower on the side of the dwelling.

Again, we will discuss property values later in the report. We acknowledge that the proposed 165-foot tower will have a height in excess of any structure in the immediate area. The infrastructure in the area includes above ground utilities along Rimer Road. The power lines observed represent a larger visual footprint than the proposed tower. All of the residential properties along the corridor have trees that provide screening, which is the most significant factor in the analysis.

Summary

The items within our field of expertise focus on the aesthetic impact of the proposed development and whether the proposed facility will substantially injure values of adjacent or abutting properties. This is based on the existing developments as detailed earlier in the study.

MARKET RESEARCH

A potential issue associated with the impact of the proposed development is on property values in the immediate vicinity and the neighborhood. We researched towers in Rowan County and identify the development patterns around these towers. After analyzing the market data, we compare this information to the proposed site and the physical characteristics and development patterns surrounding the proposed development.

Rowan County Towers

During our research, we observed several towers in Rowan County. The cell towers selected for direct comparison were chosen for a variety of reasons including but not necessarily limited to:

• *Location* – The proposed location is in a rural area of Rowan County and includes low density residential developments.

- Surrounding Developments The surrounding developments along Rimer Road include agricultural, vacant land and low density residential uses.
- *Construction Type/Height* The proposed tower is a monopole that poses a smaller visual footprint than lattice and guyed towers.

For the research of towers, we rely on information from antennasearch.com, which we consider a reliable source of information. We considered nine towers in the area for comparison. Some towers were not visible from the public right-of-way and were excluded. Some of the towers were located in areas that are inconsistent with the neighborhood of the proposed tower. The following chart provides a summary of the towers considered with the most comparable towers highlighted in yellow.

Tower Summary				
Construction	Year Built	Address	Tower Height (FT)	
Lattice	1999	8670 Red Road	305	
Monopole	2003	205 St Paul Church Rd	164	
Guyed	1984	ENE Shuping Mill & Rock Grove Church Rds	300	
Monopole	1999	4645 Cook Road	225	
Unknown	2016	415 Balfour Quarry Road	155	
Guyed	1988	310 Hill Street	481	
Lattice	2013	1090 Corporate Center Drive	100	
Lattice	2015	Faith Mtn Tr, 3rd St & Stoney Heights Dr.	300	
Monopole	2003	700 E Ritchie Rd	125	

Consistent with the ordinance for Rowan County, most of the towers in the area are either located on or adjacent to commercial and industrial areas. Influence from major transportation corridors was also considered in the selection of towers. In many cases there are several factors that contributed to the development patterns and values around the towers. The towers selected are intended to provide evidence in support for my conclusions.

Each tower has some visual influence from residential development. While the market rarely provides an exact

match for a proposed development, the analysis of the market data around the following towers coupled with their similar locations provides information regarding residential sales around telecommunication towers.





8670 Red Road

This tower was researched because of its similar location. The lattice construction and tower height propose a significantly higher visual impact on adjacent properties. The market data for adjacent and abutting properties is limited. However, the house shown on the previous photograph that is directly in front of the tower was sold in May 2010 for \$114,000. Other sales of single family dwellings ranged from \$112,500 to \$115,000. Despite the location adjacent to the tower, the sales price appears consistent with other older homes in the area.

205 St. Paul Church Road

We considered this tower a comparable example to the proposed development. However, upon inspection of this area, the tower is embedded in a large tree area and is not visible from the residential developments along Mill Wheel Drive.

4645 Cook Road

This tower has similar surrounding development patterns to the proposed tower. We found the sale of two of the adjacent properties that were purchased as an assemblage for \$80,000. One of the parcels included a single family dwelling constructed in 1941. Another sale down the street included a smaller lot and was heavily wooded. This property sold for \$85,000. The dwelling on this site was constructed in 1967

and is superior to the previous sale. The larger lot size of the property adjacent to the tower offsets the superior condition of the improvements on the property with no visibility. Regardless, the variance of \$5,000 between the two sales is not considered substantial. The following exhibits show an aerial and street scene of the tower.





Summary

Based on the analysis of the data and development patterns around the towers, we conclude that the presence of a wireless support structure does not impede the orderly development of the area. Further, the market does not recognize a substantial injury to property values for adjacent/abutting properties of such a development.

Other Considerations

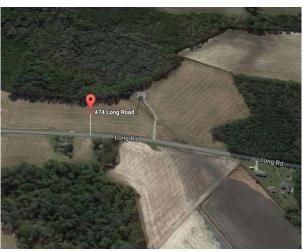
Other potential impacts to the surrounding area include noise, traffic and lighting. The operation of a cell tower is essentially silent and would not influence the surrounding developments. The additional traffic caused by the proposed development is nominal and would likely occur for routine maintenance. Any increases in traffic are considered nominal and does not impact the adjacent or abutting properties.

Given the scarcity of market data in the neighborhood, we provide the results from a study for a proposed tower in Robeson County. The scope of the impact study addressed the potential impact of value on properties in the neighborhood. The following provides market data for the towers found in

Robeson County that are a similar market to the proposed development.

The following data is segregated into two categories: single family homes and vacant land. For all of the data sets, the properties highlighted in yellow are those properties along the same corridor as the tower. These properties are compared to properties highlighted in green, which are along similar streets without a tower. We include additional market data as background for the paired sales analyses.





474 Long Road

This tower is the most comparable to the proposed tower at 180 feet. As with the surrounding developments for the other towers selected for comparison in this study, the land uses in the area are primarily agricultural. The low density residential developments include homes constructed over a wide time span including some estate style homes. The market data for single family dwellings are summarized in the following chart.

SFD SALES						
Address	Sale Date	Sales Price	Year Built	SF	Acres	\$/SF
46 SURRY	5/25/2005	\$68,000	1986	1,152	2.34	\$ 59.03
121 SURRY	10/29/2007	\$93,000	1978	1,443	1	\$ 64.45
285 JUNE	5/15/2009	\$41,000	2000	1,632	1	\$ 25.12
992 LONG RD	8/20/2007	\$57,500	1978	972	1	\$ 59.16
867 LONG RD	11/5/2009	\$27,000	1962	800	1.52	\$ 33.75
719 LONG RD	6/8/2015	\$87,000	1989	1,437	4.37	\$ 60.54
1148 LONG RD	8/14/2015	\$227,500	2005	2,029	1.8	\$ 112.12

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The analysis of these sales as well as other sales presented later in this section includes several factors including but not necessarily limited to size, age and lot size. The most compelling market data is the consistency in the prices paid per square foot for the highlighted properties. The comparison of the data shows some offsetting characteristics, but does provide evidence that the cell tower located along Long Road does not injure property values in the area.

The second data set is for land sales found in the area. The highlighted properties are for residential lots consistent with the low density development patterns in the neighborhood.

LAND SALES				
Address	Sale Date	Sales Price	Acres	\$/Acre
181 TROY DR	6/11/2010	\$150,000	19.63	\$ 7,641
WILKES RD	5/1/2013	\$20,000	7.39	\$ 2,706
859 LONG RD	8/22/2012	\$15,000	1.24	\$ 12,097
OFF LONG RD	3/24/2015	\$22,000	3.43	\$ 6,414

Contrary to the market data for single family dwellings, the most compelling information from this data set is the price point for the residential lots. The size of the lots is the most influential factor on price point. Again, the market data indicates that the tower has not impeded demand for land along the Long Road corridor nor has it injured land values in the area.





7746 E Hwy 211

This tower as well as all of the remaining tower have heights of 300-feet or higher. I have applied the same methodology with the previous analyses and segregated the data into single

family dwellings and vacant land. The sales for single family dwellings are summarized in the following chart.

SFD SALES						
Address	Sale Date	Sales Price	Year Built	SF	Acres	\$/SF
913 HARRIS RD	1/31/2017	\$65,000	2005	1,443	1	\$ 45.05
4642 OLD ALLENTON	12/7/2015	\$64,000	1950	912	1	\$ 70.18
146 BEAR BAY	11/13/2014	\$48,000	1980	1,456	2.69	\$ 32.97
877 OLD ALLENTON	6/25/2013	\$46,500	1969	1,506	1.5	\$ 30.88
9697 NC 211	6/26/2012	\$61,000	1955	1,170	1.24	\$ 52.14
8355 E NC HWY 211	6/3/2015	\$75,000	1988	1,152	4.22	\$ 65.10

The physical variance in this data set would require a higher level of adjustment. Notwithstanding this fact, the sales along the 211 corridor provide a similar price point and price paid per square foot. The offsetting nature of the variances is reflected in the similar price point for the majority of sales with the property closest to the tower having the highest price point. The analysis of this data set provides further evidence to our conclusion.

The following chart provides a summary of land sales for the area. Again applying the same methodology as the previous analyses.

LAND SALES					
Address	Sale Date	Sales Price	Acres	ű	Acre
NC HWY 211	12/17/2014	\$17,500	0.59	\$	29,661
699 BAY BEAR	6/18/2015	\$17,000	8.13	\$	2,091
HARRIS RD	5/14/2015	\$8,500	1	\$	8,500
HARRIS RD	8/17/2015	\$9,000	1.27	\$	7,087
3 PITTMAN	4/4/2014	\$250,000	93.22	\$	2,682
WILKES	5/1/2013	\$20,000	7.39	\$	2,706
481 HARRIS RD	2/8/2013	\$25,500	0.92	\$	27,717
538 DERWOOD	9/17/2012	\$45,000	17.74	\$	2,537
DERWOOD	7/19/2012	\$80,000	24.84	\$	3,221
PITTMAN	5/21/2012	\$15,000	14.08	\$	1,065

The best matched pair in this data set is from the sales of two mobile home lots. While the price point was higher for the sale on Harris Road, the price per acre was higher for the lot on Highway 211. This indicates that size was a significant factor in the price paid. The size variance would be the most significant factor. The only other sale found lies on the lower end of the range of the data set, which is considered

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reasonable given its physical characteristics including some areas that appear to be undevelopable.



Kinlaw Road

The land sales in the area provide the most compelling evidence in the neighborhood for this tower. The following chart provides a summary of land sales in the area.

LAND SALES					
Address	Sale Date	Sales Price	Acres	\$	/Acre
HOWELL RD	5/25/2012	\$98,000	47	\$	2,085
TARHEEL RD	12/12/2012	\$13,000	3.37	\$	3,858
346 BARNHILL	9/3/2013	\$28,500	8	\$	3,563
5168 TARHEEL	1/3/2014	\$30,000	9.15	\$	3,279
KINLAW RD	9/4/2014	\$27,000	6.87	\$	3,930

The sale closest to the tower sold for the highest price per acre. Again, the market data for land around this cell tower indicates that the tower does not injure the prices paid for land in the neighborhood.

The following is a summary of single family dwelling sales found in the neighborhood.

	SFD SALES					
Address	Sale Date	Sales Price	Year Built	SF	Acres	\$/SF
88 BARNHILL	4/30/2012	\$76,000	1995	1,458	2.01	\$ 52.13
6876 HOWELL	5/22/2012	\$55,000	1988	1,344	1.98	\$ 40.92
7889 HOWELL	12/17/2012	\$37,500	1950	1,454	1.86	\$ 19.23
5168 TARHEEL	5/9/2013	\$125,000	1958	1,980	5	\$ 63.84
6225 HOWELL	8/10/2016	\$200,000	1999	2,837	1.01	\$ 100.05
6257 HOWELL	2/10/2017	\$225,000	2007	3,303	1	\$ 112.11
306 TARHEEL	10/17/2013	\$177,500	1953	3,087	5.03	\$ 90.89
3647 TARHEEL	9/5/2014	\$46,000	1992	1,296	0.92	\$ 23.09
5478 TARHEEL	10/3/2014	\$125,000	2002	1,920	8.4	\$ 62.44
8191 HOWELL	11/10/2014	\$71,000	1980	1,032	1.02	\$ 35.86
470 KINLAW RD	12/31/2014	\$42,500	1982	1,338	1.5	\$ 21.44
KINLAW RD	6/15/2015	\$73,500	1962	1,485	0.89	\$ 37.46

The review of sales of single family dwellings reveals that age and condition of the improvements is the most significant factor in the prices paid. Development in the area is sparse and supply side pressures in the market and low number of transactions indicates that the neighborhood is in the stable phase of its economic development. This is similar to the subject's neighborhood. The sales price paid for the properties along the corridor of the tower and other corridors is consistent.





Gaston Drive

This tower is located in Bladen County. The surrounding developments are comparable to the subject and is included in this analysis. The tower is located off Gaston Drive. The single family dwelling sales in the neighborhood were insufficient quantity (two sales found), to provide a credible analysis. However, the sales of land as shown on the following chart provide a reflection of the market. The following chart

is a summary of the sales. Note the two first sales in the chart are for mobile home lots.

LAND SALES				
Address	Sale Date	Sales Price	Acres	\$/Acre
2392 GUYTON	7/19/2012	\$10,000	1	\$ 10,000
300 GASTON DR	2/23/2015	\$19,000	1.7	\$ 11,176
MASSEY RD	10/16/2012	\$25,000	15.35	\$ 1,629
GUYTON ROAD	5/31/2013	\$9,000	0.98	\$ 9,184
GUYTON RD	10/18/2013	\$20,000	5.57	\$ 3,591
MASSEY RD	12/3/2013	\$6,000	0.9	\$ 6,667
MASSEY RD	4/23/2014	\$31,500	12.37	\$ 2,546
1023 STORMS RD	3/20/2015	\$9,000	2	\$ 4,500
303 GASTON DR	8/29/2015	\$11,000	0.89	\$ 12,360

The land sales for lots near the tower are consistent with other lot sales found with no visual influence from the tower. The two lots highlighted in yellow reflect the upper end of the range for vacant land. The market data indicates that development near the tower has not influenced the normal course of development for the immediate area. Further, the market data indicates that buyers are paying similar prices for lots within the visual sphere of influence of a cell tower.

The recent studies I have performed provide no empirical evidence that the proposed tower will injure property values for adjacent or abutting properties. The studies provided are for larger areas of potential influence than adjacent or abutting properties.

Conclusions

The sparse market activity in Rowan County indicates that the market is stable. The rural land uses for agriculture and low density residential are likely to continue for the foreseeable future. These uses are not impeded by the development of a cell tower. The results of studies including those included in this report show consistency between prices paid for land and single family dwellings in rural areas where cell towers are present. Therefore, I conclude that the proposed development of a cell tower will not substantially injure the value of adjacent or abutting properties.

Subject Neighborhood

In addition to the market activity for existing towers, we also consider the surrounding developments for the subject. The question posed for this study is "would the development of the telecommunications support structure warrant a downward adjustment to adjacent properties?"

When considering an adjustment in an appraisal, the appraiser must consider all factors that could contribute to an adjustment. The aesthetics and location of the proposed development as well as the existing developments are a factor in developing our opinion. The factors considered in developing our opinion include but are not necessarily limited to:

- The market has not shown a detrimental impact on development patterns in areas with visual influence from a tower.
- The existing infrastructure along Rimer Road includes above ground electrical transmission lines that pose a higher level of visual impact than the proposed tower despite its proposed height.
- The proposed development is located in a heavily wooded area that will screen a significant portion of the tower in all directions.

All of these factors would contribute to the aesthetic appeal and a hypothetical valuation of properties in the neighborhood. The multitude of factors would indicate that multicollinearity for aesthetics exists along the Rimer Road corridor. Multicollinearity arises when multiple items correlate with each other. The multiple factors can cause a distortion of the impact of any of the factors individually without consideration for all of the factors that contribute to the common issue.

In the case of the proposed development, all of the properties along the Rimer Road corridor have visual impact from other existing infrastructure. These factors contribute to our conclusion that the proposed developed is in harmony with development patterns along Rimer Road. To attribute any adjustment to the proposed development would be misleading and not result in a credible adjustment. In other words, any adjustment for the development of a tower in a wooded area along the Rimer Road corridor without consideration of the numerous other aesthetic influences would not be credible.

Therefore, it is our opinion that the proposed development in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property. We recognize that the aesthetics of the area certainly contribute to the overall appeal, the proposed development has siting and existing buffers to minimize to the extent possible the visual impact of the proposed tower. It is my opinion that the proposed development will not substantially detract from the aesthetics or character of the neighborhood because of its location and existing above ground infrastructure.

Michael P. Berkowitz

ADDENDA

Certifications

CERTIFICATION OF THE ANALYST

- I, Michael P. Berkowitz, certify that, to the best of my knowledge and belief,
- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this study.
- 8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- 9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 10. I have made a personal inspection of the property that is the subject of this report.
- 11. No one provided significant real property appraisal assistance to the person(s) signing this certification other than those individuals having signed the attached report.



Michael P. Berkowitz

(NC State Certified General Real Estate Appraiser #A6169) (SC State Certified General Real Estate Appraiser #CG6277)

November 27, 2017

Date

(Rev: 06/18/12)

ASSUMPTIONS AND LIMITING CONDITIONS

ASSUMPTIONS AND LIMITING CONDITIONS

Limit of Liability

The liability of MPB REAL ESTATE, LLC and employees is limited to the client only and to the fee actually received by our firm. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. Further, client will forever indemnify and hold MPB REAL ESTATE, LLC, its officers, and employees harmless from any claims by third parties related in any way to the appraisal or study which is the subject of the report. Third parties shall include limited partners of client if client is a partnership and stockholders of client if client is a corporation, and all lenders, tenants, past owners, successors, assigns, transferees, and spouses of client. MPB REAL ESTATE, LLC will not be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally.

Copies, Distribution, Use of Report

Possession of this report or any copy of this report does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report remains the property of MPB REAL ESTATE, LLC for the use of the client, the fee being for the analytical services only.

The bylaws and regulations of the Appraisal Institute require each member and candidate to control the use and distribution of each report signed by such member or candidate; except, however, the client may distribute copies of this report in its entirety to such third parties as he may select; however, selected portions of this report shall not be given to third parties without the prior written consent of the signatories of this report. Neither all nor any part of this report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of MPB REAL ESTATE, LLC.

Confidentiality

This report is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by MPB REAL ESTATE, LLC whose signatures appear on the report. No change of any item in the report shall be made by anyone other than MPB REAL ESTATE, LLC. MPB REAL ESTATE, LLC shall have no responsibility if any such unauthorized change is made.

MPB REAL ESTATE, LLC may not divulge the material contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

Trade Secrets

This report was obtained from MPB REAL ESTATE, LLC and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4) of the Uniform Commercial Code. MPB REAL ESTATE, LLC shall be notified of any request to reproduce this report in whole or in part.

Information Used

No responsibility is assumed for accuracy of information furnished by or work of others, the client, his designee, or public records. We are not liable for such information or the work of subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds for the subject property.

Financial Information

Our value opinion(s) have been based on unaudited financials, and other data provided to us by management and/or owners. If these reports are found to be inaccurate, we reserve the right to revise our value opinion(s). It is noted we are depending on these accounting statements as being accurate and our interpretation of these statements as being accurate as well. If these assumptions later prove to be false, we reserve the right to amend our opinions of value.

Testimony, Consultation, Completion of Contract for Report Services

The contract for report, consultation, or analytical service is fulfilled and the total fee payable upon completion of the report, unless otherwise specified. MPB REAL ESTATE, LLC or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the report, in full or in part, nor engage in post report consultation with client or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges, regardless of issuing party.

Exhibits

The illustrations and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photographs, if any, are included for the same purpose as of the date of the photographs. Site plans are not surveys unless so designated.

Legal, Engineering, Financial, Structural or Mechanical Nature, Hidden Components, Soil No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and marketable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report. The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by MPB REAL ESTATE, LLC.

MPB REAL ESTATE, LLC has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil, or hidden structural, mechanical or other components, and MPB REAL ESTATE, LLC shall not be responsible for defects in the property which may be related.

The report is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil or structures or toxic materials which would render it more or less valuable. No

responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilation, electrical, and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. We are not experts in this area, and it is recommended, if appropriate, the client obtain an inspection of this equipment by a qualified professional.

If MPB REAL ESTATE, LLC has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

MPB REAL ESTATE, LLC assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for The Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

Legality of Use

The report is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building and use regulations, and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or may be obtained or renewed for any use considered in the value estimate.

Component Values

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other report and are invalid if so used.

Auxiliary and Related Studies

No environmental or impact studies, special market study or analysis, highest and best use analysis, study or feasibility study has been required or made unless otherwise specified in an agreement for services or in the report.

Dollar Values, Purchasing Power

The market value estimated and the costs used are as of the date of the estimate of value, unless otherwise indicated. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

Inclusions

Furnishings and equipment or personal property or business operations, except as specifically indicated and typically considered as a part of real estate, have been disregarded with only the real estate being considered in the value estimate, unless otherwise stated. In some property types, business and real estate interests and values are combined.

Proposed Improvements, Conditional Value

Improvements proposed, if any, onsite or offsite, as well as any repairs required, are considered for purposes of this report to be completed in a timely, good and workmanlike manner, according to information submitted and/or considered by MPB REAL ESTATE, LLC. In cases of proposed construction, the report is subject to change upon inspection of property after construction is completed.

Value Change, Dynamic Market, Influences, Alteration of Estimate

The estimated value, which is defined in the report, is subject to change with market changes over time. Value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace.

In cases of reports involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and MPB REAL ESTATE, LLC' interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value; thus, they are subject to change as the market and value is naturally dynamic.

The "estimate of market value" in the report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

Report and Value Estimate

Report and value estimate are subject to change if physical or legal entity or financing differ from that envisioned in this report.

Management of the Property

It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management.

Hazardous Materials

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did MPB REAL ESTATE, LLC become aware of such during their inspection. MPB REAL ESTATE, LLC had no knowledge of the existence of such materials on or in the property unless otherwise stated. MPB REAL ESTATE, LLC, however, is not qualified to test such substances or conditions. If the presence of such substances such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimate is predicated on the assumption that there is no such condition on or in the property or in the proximity that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

Soil and Subsoil Conditions

Unless otherwise stated in this report, MPB REAL ESTATE, LLC does not warrant the soil or subsoil conditions for toxic or hazardous waste materials. Where any suspected materials might

be present, we have indicated in the report; however, MPB REAL ESTATE, LLC are not experts in this field and recommend appropriate engineering studies to monitor the presence or absence of these materials.

Americans with Disabilities Act (ADA)

"MPB REAL ESTATE, LLC has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA), which became effective January 26, 1992. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since MPB REAL ESTATE, LLC has no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property."

Qualifications of the Analyst

QUALIFICATIONS OF THE ANALYST

Michael P. Berkowitz

MPB Real Estate, LLC, Inc. 1430 South Mint Street, Suite 102 Charlotte, North Carolina 28203 (704) 334-4686 FAX (704) 334-2759

EDUCATION AND CREDENTIALS

• Duke University

Major: Economics 1985-1989

• Central Piedmont Community College

R-1 -	Introduction to Real Estate Appraisal, 2002
R-2 -	Valuation Principles and Procedures, 2002
R-3 -	Applied Residential Property Valuation, 2002
G-1 -	Introduction to Income Property Appraisal, 2003

Bob Ipock and Associates

G-2 -	Advanced Income Capitalization Procedures, 2003
G-3 -	Applied Property Income Valuation 2004

• Appraisal Institute

appraisar institute	
520	Highest and Best Use and Market Analysis, 2004
Seminar	Rates, Multipliers and Ratios 2005
530	Advanced Sales Comparison and Cost Approaches 2006
Seminar	Apartment Appraisal, Concepts & Applications 2009
Seminar	Appraising Distresses Commercial Real Estate 2009
Seminar	Appraising Convenience Stores 2011
Seminar	Analyzing Operating Expenses 2011

AFFILIATIONS AND ACTIVITIES

• Association Memberships

North Carolina State Certified General Real Estate Appraiser, October 2006, Certificate No. A6169

RELATED EXPERIENCE

- Provided real estate consulting services for a variety of clients including real estate brokers, property owners and financial planners
- Performed financial feasibility studies for multiple property types including golf communities, and renovation projects.
- Developed plan for self-contained communities.
- Race Track expertise

APPRAISAL EXPERIENCE

A partial list of types of properties appraised include:

Retail Properties, Single and Multi-Tenant, Proposed and Existing

Office Single and Multi-Tenant Proposed and Existing

Mixed-Use Properties, Proposed and Existing

Industrial Properties, Warehouse, Flex and Manufacturing

Vacant Land

Condemnation

C-Stores

Race Tracks

CLIENTELE

Bank of America

Transylvania County

Cabarrus County

Mecklenburg County

City of Statesville

NC Department of Transportation

Henry County, GA

Town of Loudon, NH

First Citizens Bank

RBC Centura Bank

City of Charlotte

City of Concord

Union County

BB & T

Aegon USA Realty Advisors

Sun Trust Bank

First Charter Bank

Regions Bank

Charlotte Housing Authority

Alliance Bank and Trust

Broadway Bank

Duke Energy Corporation

Jim R. Funderburk, PLLC

Hamilton, Fay, Moon, Stephens, Steele & Martin

Senator Marshall A. Rauch

Perry, Bundy, Plyler & Long, LLP

Robinson, Bradshaw & Hinson

CSX Real Property

Baucom, Clayton, Burton, Morgan & Wood, PA

City of Mount Holly

Our Towns Habitat for Humanity

Parker, Poe, Adams & Bernstein, LLP

Central Carolina Bank

Southern Community Bank and Trust



November 16, 2017

Mr. Keith Markland Kimley-Horn and Associates, Inc. 2 Sun Court, Suite 450 Peachtree Corners GA 30092

Re: Mount Hope Site

Gould Digital Imaging 165' Balloon Test Report

My name is Michael Gould, and I am owner and operator of Gould Digital Imaging. Kimley-Horn and Associates hired Gould Digital Imaging to perform various aspects of photographic imaging work in connection with the development of Verizon Wireless' telecommunications services network in the Rowan County, NC area.

I have over eighteen years' experience working specifically with telecommunications companies including T-Mobile, Inc., AT&T Wireless, Verizon Wireless, Nextel, Alltel, Cricket, Sprint PCS, COMPASS Technology Services, Inc., Crown Castle International, Vertical Bridge, and American Tower Corporation in preparing photographic simulations of telecommunications towers. I have a Bachelors Degree in Art from St. Mary's College of Maryland; over twenty years of professional experience in the field of digital photographic enhancement and I have produced approximately 6,000 photographic simulations for Verizon Wireless, AT&T, T-Mobile, Inc., American Tower Corp., and other telecommunications services companies.

Kimley-Horn and Associates hired Gould Digital Imaging to perform a "165 foot Balloon Test" at Verizon Wireless' Mount Hope site on Rimer Road, in Salisbury, North Carolina. A balloon test is a visual reference of how tall a proposed structure would appear if constructed.

A ten foot long red blimp shaped helium balloon is filled and raised above the proposed site on a measured line to the height of the proposed structure and anchored to the ground at the proposed site.

At approximately 2:00pm on Wednesday, November 15th, 2017, the balloon was raised to a height of 165 feet to the bottom of the blimp and anchored in the leased area approximately 25 feet from the center due to the tree canopy.

The wind was calm and the balloon was flying directly above anchor throughout the entire test. The balloon was left aloft until 2:45pm.

I drove around the surrounding "area of affect" and took photographs from several adjoining properties and other points of potential visual impact. I deployed the use of a hand held GPS unit that indicated the bearing and distance I was from the balloon as I canvassed the area for any possible views of the balloon.

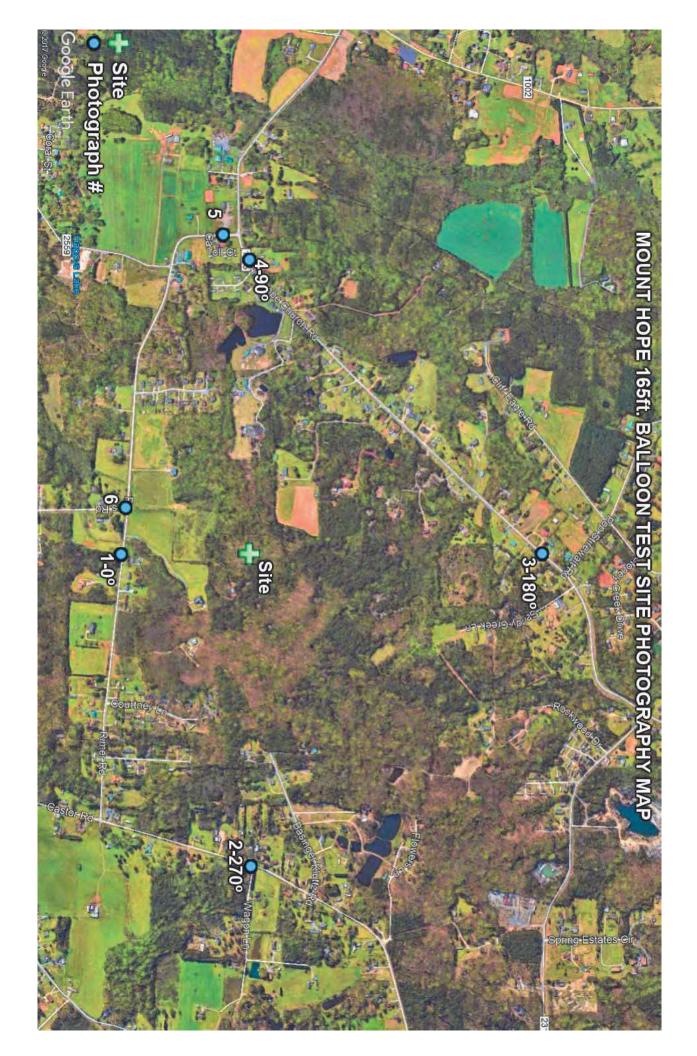
This report includes a site photography map denoting the location of the proposed tower and the locations of all photographs that were taken of the site as well as copies of the photographs.

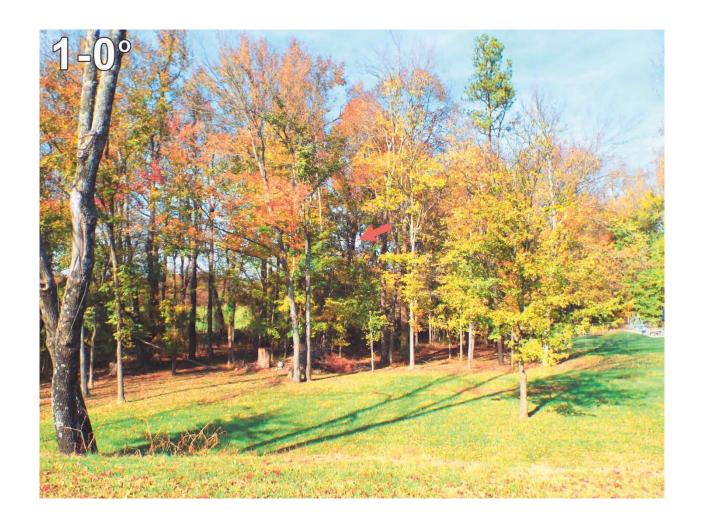
In my professional opinion, these photographs reflect to a reasonable certainty the anticipated projection of the height of the tower if constructed at the Mount Hope site. If you need any additional information, please do not hesitate to call me at (770) 617-2958 or e-mail at michael@goulddigitalimaging.com.

Sincerely,

Gould Digital Imaging

Michael D. Gould/Owner



























Cellco Partnership and its controlled affiliates doing business as Verizon Wireless

Federal Communications Commission

NEPA Review

May 18, 2017

S&ME, Inc. (S&ME)

Site Name:	Mount Hope (Site 3417357)		
Site Type:	Raw Land-New Build, 169-foot Monopole Communications Tower Site		
Site Address:	280 Rimer Road, Salisbury, Rowan County, NC 28146		
Latitude / Longitude (NAD83):	N 35° 33′ 55.5″/ W 80° 29′ 5.8″		
TCNS Number:	153551		
E106 Filing Number:	0007706473		
FCC Topics	Findings		
Will the facility be located in an officially designated wilderness area?	No		
Will the facility be located in an officially designated wildlife preserve?	No		
Will the facility affect listed or proposed threatened or endangered species or designated critical habitats?	No		
Will the facility affect districts, sites, buildings, structures or objects significant in American history, architecture, archeology, engineering or culture, that are listed, or eligible for listing, in the National Register of Historic Places?	No		
Will the facility affect an Indian religious site?	No		
Will the facility be located in a 100-year floodplain?	No		
Will construction of the facility involve significant change in surface features (e.g. wetland fill, water diversion or deforestation)?	No		
Will the preparation and filing of an Environmental Assessment (EA) be required?	No		

TABLE OF CONTENTS

	EXECUTIVE SUMMARY	
1.0	NEPA SCOPE SERVICES	1
	1.1 INTRODUCTION	1
	1.2 BACKGROUND AND PURPOSE	1
	1.3 SCOPE OF WORK	1
	1.4 LIMITATIONS	2
	1.4.1 Scope of Activity	2
	1.4.2 Use of This Report	2
2.0	NEPA REVIEW	3
	2.1 SITE LOCATION AND PROJECT DESCRIPTION	3
	2.2 NEPA TOPICS	3
	2.2.1 Wilderness Areas	3
	2.2.2 Wildlife Preserves	3
	2.2.3 Protected Species	3
	2.2.4 Archaeological and Historical Resources	4
	2.2.5 Indian Religious Sites	4
	2.2.6 Floodplains	5
	2.2.7 Surface Features	5
3.0	CONCLUSIONS	6
4.0	QUALIFICATIONS OF PERSONNEL	7
APPEN	NDICES	
A	Site Figures	
В	Site Photographs	
C	NEPA Supporting Documents	
	U.S. Fish and Wildlife Service	
	Correspondence	
	Other Related Natural Resource Agency Documentation	
	Complete NPA Form 620 Submittal Related Follows un Consulting Party Correspondence	
	Related Follow-up Consulting Party Correspondence State Historic Preservation Office	
	SHPO Reply Letter	
	E106 Filing Confirmation	
	Other Related Documentation	
	Tribal Coordination	
	Tribal Summary Table	
	Tribal Replies	
	Tribal Coordination Certification Letter	
	Federal Emergency Management Agency	
	Flood Insurance Rate Map Other Related Documentation	
	U.S. Army Corps of Engineers	
	National Wetland Inventory Map	
	Other Related Documentation	
D	Qualifications of Personnel	

1.0 NEPA SCOPE SERVICES

1.1 INTRODUCTION

The National Environmental Policy Act (NEPA) of 1969 established provisions to ensure that all federal agencies evaluate the potential impacts to the environment of projects under their jurisdiction. The Council on Environmental Quality (CEQ) oversees the implementation of NEPA through the authorities of Title 40 CFR, Parts 1500-1508 which requires all federal agencies to develop rules for implementing NEPA and defines "major federal actions". Major federal actions are defined in Title 40 CFR, Part 1508.18 as actions that include new or continuing activities, including projects and programs entirely or partly financed, assisted, conducted, regulated, or approved by federal agencies.

The Federal Communications Commission (FCC) rules for implementing NEPA are found in Title 47 CFR, Part 1, Subpart I, rule sections 1.1301 to 1.1319. In addition, Section 106 of the National Historic Preservation Act of 1966, 36 CFR Part 800, regulates assessment of cultural resources for all federal undertakings. The Nationwide Programmatic Agreement for the Collocation of Wireless Antennas (47 CFR Part 1, Appendix B) and the Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process (47 CFR Part 1, Appendix C) further stipulate the review process for cultural resources and amend 47 CFR, Part 1, Subpart I, rule section 1.1307(a)(4) for projects under FCC jurisdiction.

1.2 BACKGROUND AND PURPOSE

This NEPA Review was conducted pursuant to 47 CFR 1.1301-1.1319, as amended. The report includes the evaluation of project impacts to prehistoric and historic resources (archaeological sites, historic structures, and Indian religious sites), threatened or endangered species (protected listed, candidate, and critical habitat), migratory birds, wilderness areas, wildlife preserves, floodplains, and surface features (wetlands, water bodies and forested land).

The FCC rules and regulations also address project impacts to humans from tower lighting and radiofrequency radiation which are evaluated by Verizon Wireless, the FCC applicant, and are not part of this scope of work.

1.3 SCOPE OF WORK

This NEPA Review has been completed based upon Verizon Wireless-provided site information, the review of readily available information obtained from commercial services, government agencies, and/or other sources as described herein. Throughout this report, the term "the Site" will be used to refer to the proposed site location and associated facilities, access, and easements.

This NEPA Review identifies whether a proposed project will require the preparation and filing of an Environmental Assessment (EA) in accordance with FCC rules and

regulations. If any of the questions in Section 2.0 of this Review are found to be in the affirmative, an EA must be filed with the FCC to further evaluate the identified potential environmental impacts. In the event that this Review results in the preparation and filing of an EA, the FCC must issue a finding of no significant impact (FONSI) prior to proceeding with the proposed project.

1.4 LIMITATIONS

1.4.1 Scope of Activity

This NEPA Review is based upon the application of scientific principles and professional judgment to certain facts with resultant subjective interpretations. Professional judgments expressed herein are based on the facts currently available within the limits of the existing data, scope of work, budget and schedule. To the extent that more definitive conclusions are desired by Verizon Wireless than are warranted by the currently available facts, it is specifically S&ME (further referenced in this report as "the Consultant") intent that the conclusions and recommendations stated herein will be intended as guidance and not necessarily a firm course of action except where explicitly stated as such. The Consultant makes no warranties, expressed or implied, including, without limitation, warranties as to merchantability or fitness for a particular purpose. In addition, the information provided to Verizon Wireless in this report is not to be construed as legal advice.

1.4.2 Use of This Report

The Consultant is not engaged in environmental assessing and reporting for the purpose of advertising, sales promotion, or endorsement of any Verizon Wireless interests, including raising investment capital, recommending investment decisions, or other publicity purposes. Verizon Wireless acknowledges this report has been prepared for the exclusive use of Verizon Wireless and agrees that the Consultant's reports or correspondence will not be used or reproduced in full or in part for such purposes, and may not be used or relied upon in any prospectus or offering circular. Verizon Wireless also agrees that none of its advertising, sales promotion, or other publicity matter containing information obtained from this report will mention or imply the name of the Consultant.

Nothing contained in this report shall be construed as a warranty or affirmation by the Consultant that the Site and property described in the report are suitable collateral for any loan or that acquisition of such property by any lender through foreclosure proceedings or otherwise will not expose the lender to potential environmental liability.

2.0 NEPA REVIEW

2.1 SITE LOCATION AND PROJECT DESCRIPTION

The specific Site location information and project description are provided within the report cover page and in the Executive Summary. The Site is currently undeveloped land comprised of woodlands and surrounding residential properties. The areas surrounding the Site are currently residential and undeveloped land comprised of woodlands and agricultural lands. A Site Topographic Map and Site Plans are presented in Appendix A. The Consultant conducted a Site visit, and Site photographs are provided in Appendix B.

2.2 NEPA TOPICS

2.2.1 Wilderness Areas

Will the facility be located in an officially designated wilderness area?

No

Source: Site observations, U.S. Geological Survey (USGS) 7.5-Minute Series Topographic Quadrangle, review of U.S. Department of Interior (DOI) National Map (www.nationalmap.gov) and www.wilderness.net (results of National Atlas Map and wilderness lands website reviews included in Appendix C).

Finding(s): The proposed Site is not located in an officially designated wilderness area.

2.2.2 Wildlife Preserves

Will the facility be located in an officially designated wildlife preserve?

No

Source: Site observations, USGS 7.5-Minute Series Topographic Quadrangle, review of U.S. DOI National Map (www.nationalmap.gov) and the U.S. Fish and Wildlife Service (USFWS) (results of National Atlas map review and USFWS correspondence included in Appendix C).

Finding(s): The proposed Site is not located in an officially designated wildlife preserve.

2.2.3 Protected Species

Will the facility affect listed or proposed threatened or endangered species or designated critical habitats?

No

Source: Site observations and consultation with or project clearance from the USFWS and applicable state agency(s) (Appendix C).

Source: Site observations and consultation with or project clearance from the USFWS and applicable state agency(s) (Appendix C).

Finding(s): There are no federal or state listed threatened or endangered species or critical habitat present at the Site that would be adversely affected by the proposed project. See agency consultation or clearance documentation for additional details.

Verizon Wireless has included all feasible mitigating factors recommended by the USFWS in the Revised Guidelines for Communication Tower Design, Siting, Construction, Operation, Retrofitting, and Decommissioning (2013). Additionally, Verizon Wireless adheres to all current regulations regarding tower lighting as required by the Federal Aviation Administration (FAA).

2.2.4 Archaeological and Historical Resources

Will the facility affect districts, sites, buildings, structures or objects significant in American history, architecture, archaeology, engineering or culture that are listed, or are eligible for listing, in the National Register of Historic Places?

No

Source: Review of State Historic Preservation Office (SHPO) files, archaeological testing, public involvement, and Local Government and SHPO consultation (Appendix C).

Finding(s): Based on the information provided, there are no sites, structures or objects listed on, or determined eligible for listing on the National Register of Historic Places that will be adversely affected. See SHPO documentation for additional details.

In the event that archaeological materials are encountered prior to or during construction of the facilities, SHPO, tribes and other consulting parties must be contacted. Archaeological materials consist of any items, fifty years or older, which were made or used by man. These items include stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal remains. These materials may be present on the ground surface and/or under the ground.

2.2.5 Indian Religious Sites

Will the facility affect Indian religious sites?

No

Source: Map location review, Indian Reservations in the Continental United States, Bureau of Indian Affairs Map, and consultation with federally recognized tribes (Appendix C).

Finding(s): Due to the nature of this undertaking little potential exists for effects to Indian Religious sites. Current land use in the surrounding area was considered. It was determined through this review and tribal consultation, as outlined in the NPA, that the above referenced project is unlikely to affect Indian religious sites.

In the event that archaeological materials are encountered prior to or during construction of the facilities, SHPO, tribes and other consulting parties must be contacted. Archaeological materials consist of any items, fifty years or older, which were made or used by man. These items include stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal remains. These materials may be present on the ground surface and/or under the ground.

2.2.6 Floodplains

Will the facility be located in a 100-year floodplain?

No

Source: Site observations and Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), Panel 3710565600J, June 16, 2009 (Appendix C).

Finding(s): No 100-year flood hazards are identified on the FIRM map for the proposed Site.

2.2.7 Surface Features

Will construction of the facility involve a significant change in surface features (e.g. wetland fill, water diversion, or deforestation)?

No

Source: Site observations, USGS 7.5-Minute Series Topographic Quadrangle, and USFWS National Wetland Inventory (NWI) map (Appendix C).

Finding(*s*): Due to the scope of the proposed project activities, the current Site conditions and review of applicable source data, significant changes in surface features such as wetland fill, water diversion or deforestation will not be required at the Site.

3.0 CONCLUSIONS

A NEPA Review of the proposed Mount Hope communications tower was performed by S&ME in conformance with the FCC rules and regulations for implementing NEPA; 47 CFR 1.1301-1.1319.

Based on the data obtained during the Site visit, the review of readily available information from commercial services, government agencies and/or other sources, the preparation and filing of an EA will not be required.

4.0 QUALIFICATIONS OF PERSONNEL

The professional qualifications of S&ME personnel listed below are presented in Appendix D.

Name	Discipline
Joseph Deangelis	Site Assessor
Darrin Peine	Natural Resources Specialist
Kimberly Nagle - Principal Investigator	Cultural Resources Specialist
Joseph Deangelis - Field Director	
Kimberly Nagle	Quality Assurance
Kristy Smedley	



November 19, 2021

J. Nick Beim Verizon Wireless 3651 Junction Blvd Raleigh, NC 27603

RE: Proposed 165' Sabre Monopole for Mount Hope, NC

Dear Mr. Beim,

Upon receipt of order, we propose to design and supply the above-referenced Sabre monopole for a Basic Wind Speed of 111 mph without ice and 30 mph with 1.5" ice, Structure Classification II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA 222-G "Structural Standards for Steel Antenna Towers and Antenna-Supporting Structures".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft, which can be placed at 50' or less from the top of the structure. This is likely to result in the portion above the highest stress leaning over and remaining in a permanently deformed condition. This would effectively result in a 50' fall radius. Please note that this letter only applies to the above-referenced monopole designed and manufactured by Sabre Industries.

Sincerely,

David Hill, P.E. Design Engineer II

AND HIMM

Rowan County

Telecommunications Site Review New Support Structure



2423 S Orange Ave #317 Orlando, FL 32806 Tel: 877.438.2851 Fax: 877.220.4593

December 13, 2021

Mr. Shane Stewart Senior Planner 15 East Fourth Street Wendell, NC 27591 130 West Innes Street Salisbury, NC 28144

RE: APPLICANT/PROVIDER: Verizon Wireless

VERIZON SITE ID: Mount Hope

ADDRESS: 280 Rimer Road, Salisbury, NC

LATITUDE: 35° 33′ 55.5" N **LONGITUDE:** -80° 29′ 05.8" W

Dear Mr. Stewart,

At your request, on behalf of Rowan County, North Carolina ("County"), CityScape Consultants, Inc. ("CityScape") in its capacity as telecommunications consultant for the County, has reviewed the revised application for the above-mentioned application submitted by Verizon Wireless ("Applicant") to construct a new one hundred sixty-five (165) foot monopole tower and associated ground compound at 280 Rimer Road, Salisbury, North Carolina, *see Figure 1*. The property is zoned RA and the proposed structure will not require FAA lighting.

Wireless Informational Tutorial

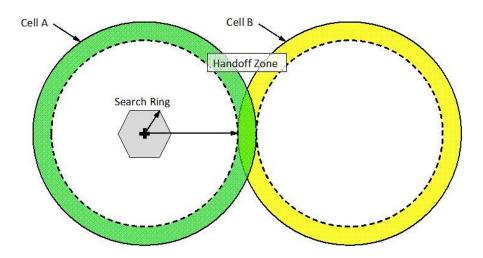
Cellular, PCS and EMSR wireless communications systems depend on the concept of resource reuse to achieve their network goals and objectives. With some technologies, the individual channel frequencies are reused every few cells, but not too closely, since interference would result. Wireless service is achieved through ground equipment and antennas mounted on towers, buildings or other elevated structures. The height and location of the elevated antenna platform is critical to provide sufficient wireless network coverage. Generally, the higher the antenna is mounted on the support structure, the farther the wireless signal penetrates a geographic area.

In the wireless system evolution, a provider would initially provide service with facilities spaced further apart with relatively tall antenna elevations to maximize the "footprint" at minimal cost. As the subscriber density increases, network capacity for these facilities increases, resulting in frequent busy signals or "no service" messages for end users. To remedy this situation, the antennas are mounted at lower heights to reduce the coverage area, thus reducing subscriber count per facility. When coverage areas are reduced, a new facility is needed to fill in the previously served area.

The Search Ring is a vital part of the submittal for any new personal wireless facility. The Ring identifies the optimum location for the facility and will control the operating parameters needed to meet the facility objectives. Of primary interest to a community are the location and the height of a structure all which is dictated by the Ring. Cellular search areas are usually circles of approximately one-quarter the radius of the proposed cell. In practice, it is simple to determine whether the search



area radius is reasonable. The distance from the closest existing site is determined, halved, and a handoff "overlap" of about 20 percent is added. One fourth of this distance is the search area radius. *Sample 1* illustrates this graphically.



Sample 1 - The hexagonal search ring radius is ½ of the radius of the cell's coverage less a 20% handoff overlap

A reasonable search ring location is a key element in assuring that a site is justified. Generally, new wireless communication facilities are equally spaced with respect to existing sites. However, terrain, network capacity and other issues may necessitate a facility that it is *not* equally spaced with respect to existing sites. Typically, the wireless provider is asked to provide coverage prediction maps to indicate that a site is properly located.

An important part of any wireless communication facility application is the verification of the provider's proposed height requirements with generally accepted engineering. Verizon 700 and 800 MHz for voice communications and Advanced Wireless Service (AWS 1700/2100 MHz) for data within Rowan County.

In addition to the minimum height and power needed for effective signal coverage, as more wireless devices are deployed, user capacity issues become the limiting factor. Technology is improving which allows towers to handle more devices, but it is not keeping up with the speed that such devices are connecting. As the industry heads for 5G in the next 2-3 years, more *localized* cellular sites will be needed. This will involve shorter towers that are closer together to limit their "reach". This practice has already begun in urbanized areas for the past few years and will continue in rural and urban residential areas. The future will also involve what are known as "small cells" which are antennas placed on street lamps, shorter buildings, etc. For these reasons, as well as the fact that the proposed site is surrounded by neighborhoods, the County can limit the height of the proposed structure and require it to be concealed *or stealth*. This is not a recommended candidate for a stealth facility.



This application is proposed to improve coverage and capacity to the area southwest of Faith, mainly west of Faith Road, north of Highway 152 East and east of Old Concord Road.

The proposal has been evaluated from the following perspectives:

- Whether the proposed facility, as specified, is justified due to technological reasons and is essential for the Applicant to provide its telecommunications service; and,
- Whether he proposed facility will follow the guidelines of the Telecommunications Act of 1996, the Rowan County Ordinance and all other pertinent rules and regulations.

Rowan County Ordinance Requirements

(Sections below may be abbreviated for this review. See actual Ordinance for full text) Article III

§ 21-52 Site Plan Required

- (1) Zone lot with dimensions provided
- (2) Tax parcel number provided
- (3) Property address provided
- (4) Adjoining deeded properties and uses provided
- (5) Existing structures provided
- (6) Proposed structure with size provided
- (7) Proposed use provided
- (8) Number of employees -N/A
- (9) Hours of operation -N/A
- (10) Off-street parking provided
- (11) Easements & ROW provided
- (12) All pertinent development requirements provided
- (13) Any additional required information -N/A
- (14) Floodplains None
- (15) Name, location, dimension of proposed streets provided
- (16) Screening & Buffering Not required
- (17) Zoning District RA
- (18) Proposed phasing -N/A
- (19) Site plan details provided

§ 21-58 Review Procedures

- (a) Submission provided
- (b) Conditional use review -N/A, this is specific to the County
- (c) Site plan required Provided
- (d) Oath Applicant Agrees
- (e) Required findings
 - (1) Public Health/safety Complies
 - (2) Will not injury value of adjacent property Explanation provided; County will need to make decision of acceptance of explanations.
 - (3) General harmony Explanation provided; County will need to make decision of acceptance of explanations.



- (f) Amendments N/A
- § 21-59 Evaluation Criteria
 - (1) Adequate transportation access to site Provided
 - (2) Character of surrounding area Explanation provided; County will need to make decision of acceptance of explanations.
 - (3) Hazardous safety conditions Provided
 - (4) Noise, odor, glare, or dust Addressed
 - (5) Excessive traffic or parking problems Addressed
 - (6) Visual Impacts -
- § 21-60 Conditional Use Requirements for Specific Uses
 - (3) Communications and Wireless Support Structures
 - a. New wireless support structures
 - 1. Responses of letters sent to tower owners within search ring requesting -N/A
 - No existing tall structures exists inside the search ring of the proposed site
 - i. Height
 - ii. Existing tenants
 - iii. Collocation possibility
 - iv. Can site be upgraded to permit collocation
 - 2. Inventory of all preferred sites within search ring (including analysis) N/A
 - No existing tall structures exists inside the search ring of the proposed site
 - 3. Completed application
 - i. Site Plan provided
 - ii. Topography information provided
 - iii. Tower Height and antenna location provided
 - iv. See below
 - o Setbacks including ingress and egress easements provided
 - Fall zone provided on site plan and in letter dated November 19, 2021
 Sabre Industries.
 - o Fencing and screening provided
 - Applicant offers to retain to the maximum extent possible existing dense vegetation.
 - v. Adjacent land uses provided
 - 4. Site Photos provided
 - 5. Photo simulations provided
 - 6. Engineering collocation report provided
 - b. Tower heights and types
 - 1. Rural Agricultural, less than 199 feet complies
 - Applicant proposed 165-foot monopole
 - 2. N/A
 - 3. i. N/A
 - ii. N/A
 - c. Provisions for tower safety 50-foot engineered fall radius
 - d. Retention of consultant CityScape review
 - e. Obstruction lighting and marking N/A
 - f. FCC license required licensed provided

Rowan County Verizon Wireless / Mount Hope Page 5



Site Justification and Coverage

For a new wireless communications facility to be justified, its need, location and height must be addressed. The application proposes to construct a new, one hundred sixty-nine (169) foot *monopole* tower, *see Appendix, Exhibit A*. The parcel is zoned "RA", which permits a maximum tower height of 199 feet.

The site is located within the search ring and there are no other towers or sufficient height buildings within the search ring for collocation. There are two potential collocation opportunities in a 225-foot tower located 1.4 miles to the south-southwest (ASRN #1201282) and a 307-foot tower 1.9 mile south-southeast of the proposed site (ASRN #10066282). *Figure 2* is a map depicting the proposed site, the two nearby sites mentioned above and an approximate overlay of the provided Verizon search ring. However, it is not believed either of these could meet Verizon's needs.

Verizon stated the purpose of this site is to improve coverage and capacity in the areas southwest of Faith and north of Highway 152. More specifically, this site is needed to alleviate capacity issues from the current Verizon site that serves this area, located northeast of Faith near the Granite Quarry. It is also noted that the three Verizon sites that will "handoff" to this site are evenly spaced at 3.7 miles (east), 3.7 miles (northeast) and 3.8 miles northwest of the proposed site. The proposed site is located near the southern edge of the search ring. Locating further south, such as either of these collocations would reduce its ability to relieve capacity in and around Faith. This is because capacity relief is not about more height and further coverage but being near of the areas needing relief.

Capacity is also the reason the Applicant is only proposing a height of 165 feet (169 feet to top of lightning rod). Additional height would cause the signal to propagate further, reducing its capacity relief effectiveness and potentially interfering with surrounding facilities.

The Ordinance requires the towers under 200 feet support up to 5 collocations. Typically, this is a valid number, but it is somewhat aggressive here given the proposed height and proximity to other nearby towers. However, these spaces will only be used if needed and CityScape finds no reason to reduce the requirement.

Buffering

The proposed tower is more than 200 feet from the nearest existing structure. Section 21-219 states buffering does not apply in for this reason. The site is also surrounded by a thick tree canopy and more than 125 feet from any property line.



FCC Compliance

The Applicant provided the necessary FCC compliance statements regarding interference to other radio services and safeguards to human exposure of radio frequency energy in a letter dated, November 1, 2017, see Appendix, Exhibit C.

Conclusion

It is the opinion of the undersigned that the application complies with the Rowan County Ordinance. CityScape Consultants, as the wireless expert for the County, supports the application and recommends approval with the following conditions:

- 1. All feed cables shall be hidden within the monopole and all access ports shall be sealed to prevent wildlife intrusion; and,
- 2. Prior to permitting, Applicant shall provide a structural analysis by a registered NC engineer or a letter from the tower manufacturer that the tower will comply with ANSI/TIA-222 G or H standards, will accommodate the required number of arrays and certify the 50-foot fall radius; and,
- 3. If an emergency power backup generator is to be used, its noise level shall not exceed 65dBa at the nearest property edge. Testing shall be limited to the hours between 9:00 A.M. and 4:00 P.M., (Monday through Friday); and,
- 4. No advertising shall be installed on the fencing near the ground compound

I certify that to the best of my knowledge all the information included herein is accurate at the time of this report. CityScape only works for public entities and has unbiased opinions. All recommendations are based on technical merits without prejudice per prevailing laws and codes.

Respectfully submitted,

Susan Rabold, Project Manager

CityScape Consultants, Inc.



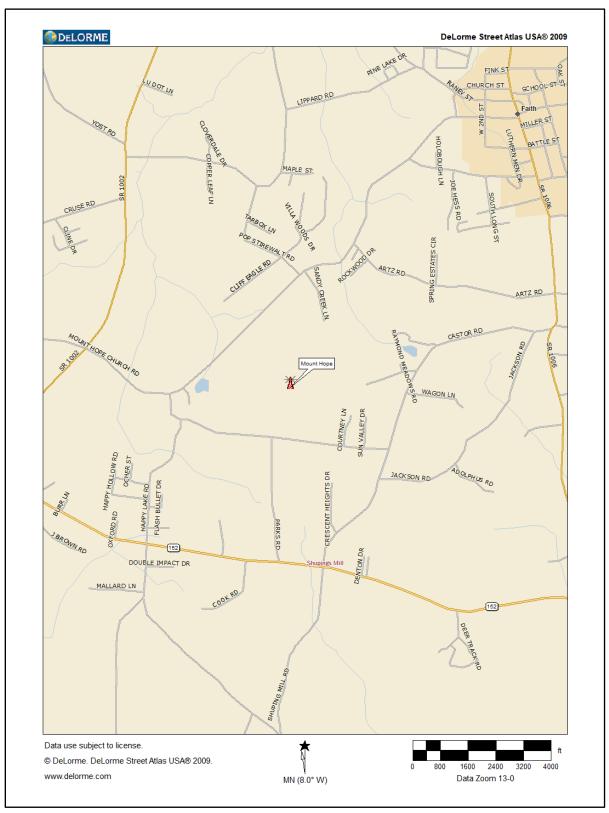


Figure 1 – Site Location



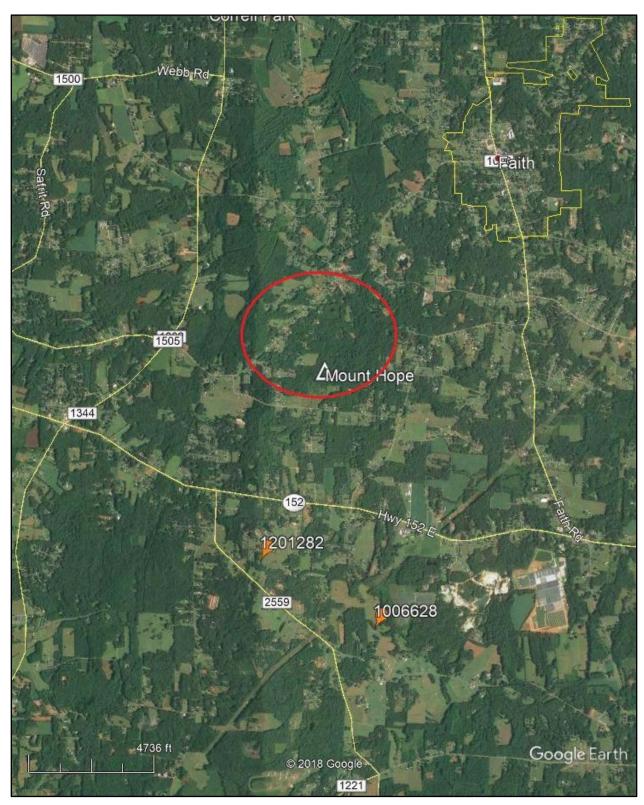


Figure 2 – Aerial View of Proposed and Surrounding Sites

Rowan County Verizon Wireless / Mount Hope Page 9



Appendix



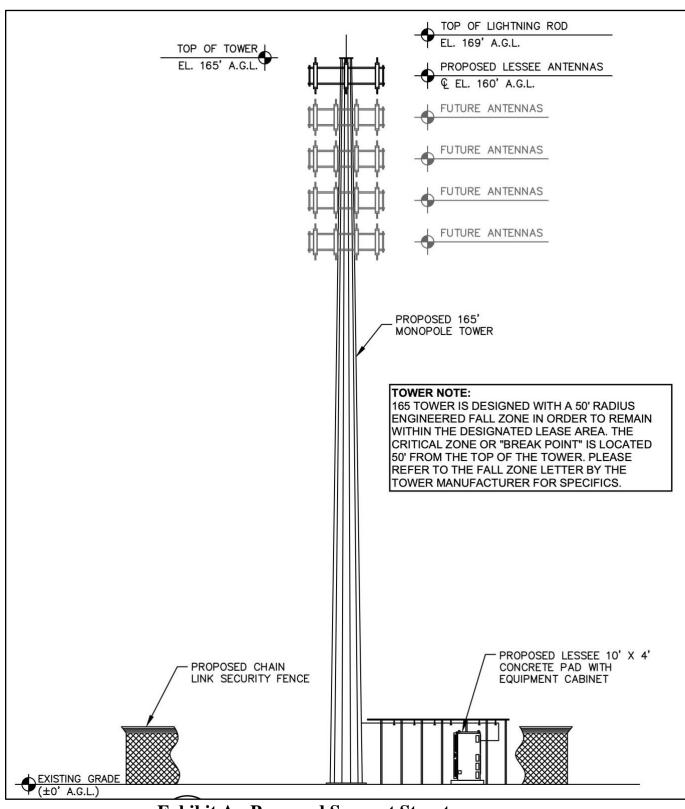


Exhibit A - Proposed Support Structure



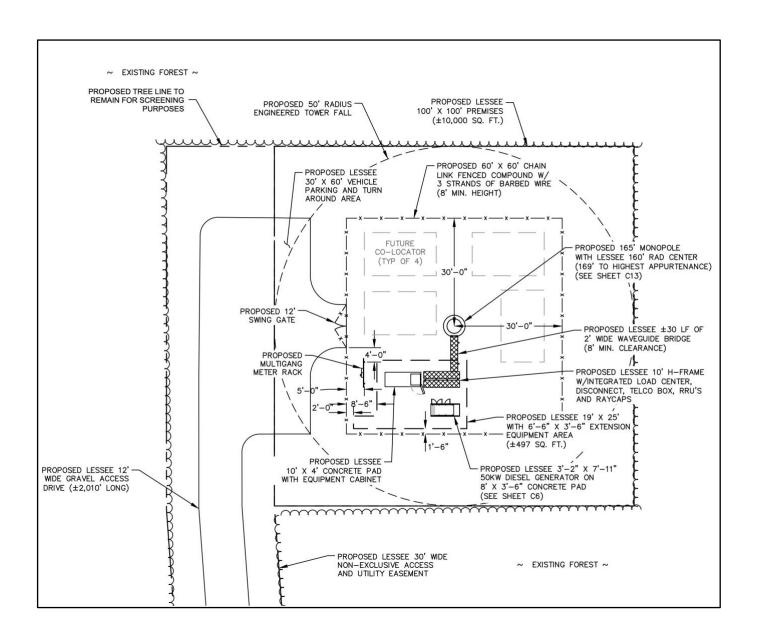


Exhibit B – Proposed Ground Compound





November 1, 2017

Rowan County Planning & Development ATTN: Ed Muire, Planning & Development Director 402 N. Main Street Salisbury, NC 28144

RE: Verizon Wireless Non-Interference Statement for Mount Hope

Dear Mr. Muire:

Verizon Wireless operates a Wireless Network authorized by the Federal Communications Commission (FCC) to provide wireless communication throughout the nation, including Rowan County, North Carolina. Verizon Wireless' operation and network are licensed and regulated by the FCC. The FCC rules governing the operation of wireless telecommunications facilities are designed to protect co-channel and adjacent licenses against harmful interference. The FCC has exclusive jurisdiction over these requirements.

The proposed "Mount Hope" Verizon Wireless facility is in compliance with all applicable FCC requirements. Verizon Wireless' engages in the following practices pertinent to complying with FCC requirements:

- Verizon Wireless locates its transmitting antenna(s) in order to maximize vertical and horizontal separation from other operator's systems to minimize interference potential;
- All operating hardware at the site is type-accepted by the FCC as far as emission levels within Verizon Wireless' licensed frequency band in addition to spurious emissions outside of Verizon Wireless frequency band;
- The power levels generated by the base station hardware and corresponding effective radiated power (ERP) from the transmit antenna(s) are within the limitations specified by Part 22 of the Commission's Rules; and
- Intermodulation studies are prepared an analyzed considering all carriers on the tower to ensure no mixing of frequencies will create harmful interference to/from Verizon Wireless' wireless system.

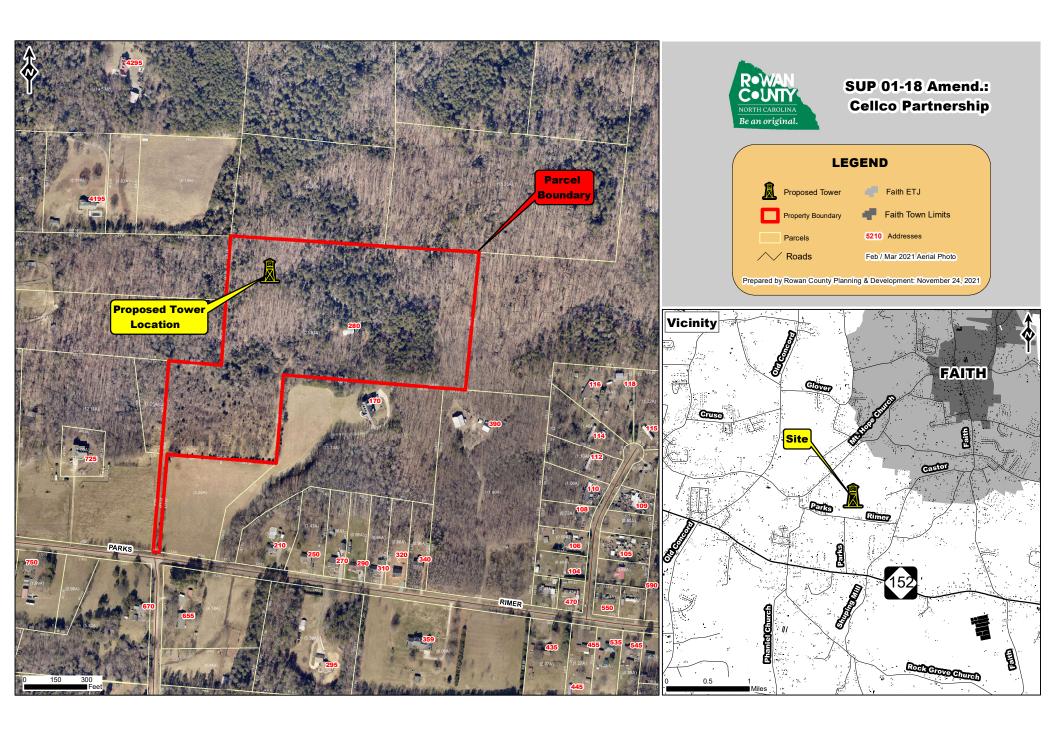
Verizon Wireless is committed to providing state of the art wireless services that benefits your community. If you have any questions please feel free to contact me.

Sincerely.

Ashutosh Pandey

RF Engineer - Verizon Wireless

Exhibit C – FCC Compliance





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

CERTIFICATE OF APPROVAL

CONDITIONAL USE PERMIT

Rowan County, North Carolina

FILE NUMBER: CUP 01-18

Owner: Debbie Craddock and Patricia Moore

Applicant: Cellco Partnership

In accordance with the provisions of the Rowan County Zoning Ordinance, on March 19, 2018, the Rowan County Board of Commissioners unanimously (5-0) approved Conditional Use Permit 01-18 to accommodate a 165 foot wireless support structure located at 280 Rimer Road further referenced as Tax Parcel 422-179 subject to the following conditions based on the below findings of fact:

Conditions of Approval

- 1. Subject to compliance with all plans and supporting document packages received from Baker, Donelson et.al. dated January 9, 2018 and revised site plans dated February 19, 2018;
- 2. Subject to compliance with applicable FAA, FCC, State Historic Preservation Office (SHPO), and NCDOT standards;
- 3. Prior to permitting, applicant shall provide certification by a North Carolina Professional Engineer the proposed tower would fall within the lease area, comply with ANSI / TIA-222G, and be designed to accommodate a total of five (5) carriers;
- 4. All current and future feed cables lines shall be installed within the support structure all access ports sealed to prevent wildlife intrusion; and
- 5. If an emergency power backup generator is to be used, the noise level shall not exceed 65 decibels at the nearest property edge. Testing shall be limited to the hours between 9:00 AM and 4:00 PM (Monday through Friday).



Findings of Fact

1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.

FACT: Based on plans submitted and established conditions of approval, the proposed tower will comply with all applicable Federal, State, and Local regulations.

FACT: In the unlikely event of tower failure, the structure will be certified by a North Carolina Professional Engineer to fall within the lease area prior to the issuance of a zoning permit.

FACT: The proposed tower will provide the means for Verizon Wireless to address documented coverage and capacity deficiencies and co-location opportunities for future telecommunication providers, an industry recognized as a public necessity.

2. That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.

FACT: State certified general appraiser Michael Berkowitz provided testimony summarizing statements from his impact study which concluded the proposed tower "will not substantially injure the values of adjacent properties and that it is located in an area where it does not substantially detract from the aesthetics and neighborhood character".

3. That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

FACT: As evidenced from the balloon test and photo simulations, the proposed tower would only be visible along portions of Rimer Road and two small sections along Mount Hope Church Road.

FACT: According to the staff report, monopole towers less than 199 feet in height are permitted in 98% of the county zoning jurisdiction subject to a conditional use permit, a process that assumes the use is generally compatible with surrounding properties.

FACT: Wireless towers do not generate significant levels of noise, odor, glare, or dust.

FACT: This request complies with all specific conditional use requirements in section 21-60 (3) of the Zoning Ordinance.

te of

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: December 21, 2021 **SUBJECT:** Year End Litter Report

ATTACHMENTS:

DescriptionUpload DateTypeLitter Report12/21/2021Cover Memo

Rowan County Department of Environmental Management 1102 N. Long St. Extension, East Spencer NC 28039 [p] 704-216-8589 | [f] 704-216-8969 www.rowancountync.gov

Litter Mitigation Report for 2021 Calendar Year

Program Summary:

Rowan County Environmental Management works closely with Rowan County Code Enforcement and Law Enforcement officers to help alleviate the growing problem of roadside litter and illegal dumping within our borders. Through roadside litter removal, educational programs, law enforcement and by working closely with community partners, we have achieved some success in mitigating litter issues for Rowan County.

Rowan County has 2,498.58 shoulder miles of roadway.

During 2021 calendar year, the Department of Environmental Management removed approximately: **117 Tons of litter and roadside debris.**

Rowan County law enforcement has contributed to our program success by focusing law enforcement efforts to enforce N.C. litter laws and solid waste management rules for Rowan County. The Rowan County Environmental Enforcement Officer program has <u>issued (33) Citations and initiated (22)</u> **Dumpsite Clean-ups**.

2021	Litter Removed (Tons)	Citations	Clean-ups
1 st Quarter	37.77		
2 nd Quarter	32.33		
3 rd Quarter	16.58		
4 th Quarter	30.10		
Totals	116.78 Tons	33	22

Reporting Litter:

Littering North Carolina roadways is illegal and can result in fines for those that commit the offense. The N.C Department of Transportation's Swat-A-Litterbug Program encourages the public to report people who litter in an effort to help make North Carolina roadways cleaner. The public can report those who litter to NCDOT's Litter Management Section by filling out an on-line form or calling NCDOT Litter Management at 1-800-331-5864.

Upon receipt of the reported information, NCDOT will mail the registered owner of the vehicle that was reported a formal notification, signed by the N.C. State Highway Patrol, that informs them about the littering offense, the penalties of littering and urges them to help keep North Carolina clean.

For additional resources for citizens who wish to assist with litter control or clean-up efforts, please visit the NCDOT Litter Management Division's website.

Respectfully Submitted, Caleb Sinclair

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department

DATE: December 21, 2021

SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

DescriptionUpload DateTypeBudget Amendments12/29/2021Cover Memo

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

The following expenditures and/or revenues are revised based on Funding Authorizations received from the State. Funding Authorizations reflect the actual amount we receive and may increase or decrease the original budget estimate.

Prepared by: _

Kelly Johnson 12/3/2021

Date:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Smart Start Admin	R	33018-5316-434091-000	\$24,000	
SSBG Salaries	E	33018-001-510005-320	\$16,510	
SSBG Health Insurance	E	33018-001-520005-320	\$3,632	
SSBG Medicare Tax	E	33018-001-520010-320	\$239	
SSBG Retirement	E	33018-001-520015-320	\$1,686	
SSBG Social Security	E	33018-001-520020-320	\$1,024	
Workers Compensation	E	33018-310-520026-100	\$413	
SSBG 401K	E	33018-001-520030-320	\$496	
Low Income Energy Assistance Adm	R	33018-5314-431055-000	\$2,296	
Public Assistance Salaries	E	33018-001-510005-380	\$1,579	
Public Assistance Health Insurance	Е	33018-001-520005-380	\$347	
Public Assistance Medicare Tax	E	33018-001-520010-380	\$23	
Public Assistance Retirement	E	33018-001-520015-380	\$161	
Public Assistance Social Security	E	33018-001-520020-380	\$98	
Workers Compensation	Ε	33018-310-520026-100	\$40	
Public Assistance 401K	Е	33018-001-520030-380	\$48	
LIEAP	E	33018-352-593011-100	\$134,160	
LIEAP	R	33018-5317-431070-000	\$134,160	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved:X		Approved:	Budget Revision # 06-101	
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 12/3/2021		Date:	Posted by:	
Signature:		Signature:	Approved by:	

QMH.

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: FINANCE					
EXPLANATION IN DETAIL:		To deobligate FY19 HSGP Grant.			
			Prepared by:	Lisa Bevis	
BUDGET INFORMATION:			Date: Reviewed:	12/03/21	
ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE	
FY19 Homeland Security Grant	R	1144330-434085-43340		20.217	
FY19 Homeland Security Grant	E	1154330-585000-43340		29,217 29,217	
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DEPARTMENT HEAD	-	COUNTY MANAGER	ACCOUNTI	NG USE ONLY	
Approved:		Approved:	Budget Revision # 184		
Disapproved:		Disapproved:	Date Posted:		
Amended:		Amended:	Group Number:		
Date:		Date:	Posted by:	Posted by:	
Signature: A		Signature:	Approved by:		



Be an original.

2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388 [p] 704-216-8900 [f] 704-216-8921

TO:

Chris Call, NCEM

FROM:

TJ Brown, EM Division Chief

CC:

Allen Cress, Emergency Service Chief

Lisa Bevis, Assistant Finance Director

DATE:

December 2, 2021

RE:

Grant De-Obligation

I am sending this memo to inform you that Rowan County requests to de-obligate the \$29,217.00 for KRASH-M HSGP grant listed as 1904-20 and EMW-2019-SS-00057. After review, we will not be able to expend the funds within the terms of the grant.

DocuSign Envelope ID: 06D612B4-4D87-4142-B0AC-6E4E21A50DD3 3773



Roy Cooper, Governor Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP) Fiscal Year 2019

CFDA#: 97.067 Grant#: EMW-2019-SS-00057

SUBAWARD NOTIFICATION

Bradley Dean Rowan County 2727 Old Concord Rd. Salisbury, NC 28146-6319

Period of Performance: September 1, 2019 to February 28, 2022 Project Title: KRASH-M (Kannapolis, Rowan, and Salisbury Ha Total Amount of Award: \$29,217.00

MOA #: 1904-20

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2019 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2019 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above. Payment of Funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.). Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



MAILING ADDRESS 4236 Mail Service Center Raleigh NC 27699-4236 www.readync.org www.nedps.gov

OFFICE LOCATION 1636 Gold Star Drive Raleigh, NC 27607-3371 Telephone: (919) 825-2500 Fax: (919) 825-2685

An Equal Opportunity employer

Roy Cooper, Governor Erik A. Hooks, Secretary

North Carolina Department of Public Safety

Emergency Management

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2019

CFDA #: 97.067 Grant #: EMW-2019-SS-00057

Memorandum of Agreement (MOA)

between

Recipient:
State of North Carolina
Department of Public Safety
Emergency Management

Emergency Management
MOA #: 1904-20

Period of performance: September 1, 2019 to February 28, 2022 DPS fund code: 1502-7A12-3H19 Subrecipient: Rowan County Tax ID/EIN #: 566000336-A Duns #: 074494014

Award amount: \$29,217.00

1. Purpose

The purpose of this Memorandum of Agreement is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. Program Authorization and Regulations

This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2019 (Pub. L. No. 116-6); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2019 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Projects managed by the Recipient (State) on behalf of Subrecipient (Only)

By checking this Box I request that the Recipient retain funds effective September 1, 2019. Subrecipient has agreed to receive grant funds from Recipient. Subrecipient desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of \$29,217.00 awarded through the FY 2019 HSGP. Subrecipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, make Equipment Purchases, and conduct

HSGP MOA 2019

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: HEALTH DEPARTMENT

EXPLANATION IN DETAIL:

BOC approved use of ARPA funds to fund six month (January - June 2022)

of the Health Departments PORT Program.

Prepared by:	Health Department
Date:	

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
DISASTER REIMBURSEMENT	R	7344119-431300	123,000	
SALARIES - PORT	E	20900-100-510005-111	56,046	01 800 800
HEALTH INSURANCE - PORT	Е	20900-100-520005-111	16,380	
MEDICARE - PORT	E	20900-100-520010-111	820	× × × × × × × × × × × × × × × × × × ×
RETIREMENT - PORT	E	20900-100-520015-111	5,740	
SOCIAL SECURITY - PORT	Е	20900-100-520020-111	3,490	
WORKER COMP - PORT	E	20900-100-520025-111	470	
401K - PORT	E	20900-100-520030-111	1,700	
CONTRACTED SERVICES - PORT	E	20900-100-533001-111	27,700	
SUPPLIES - PORT	E	20900-100-561090-111	7,000	100000
TRAVEL - PORT	E	20900-100-558000-111	1,200	
MEDICAL SUPPLIE - PORT	E	20900-100-561045-111	2,454	
				ordina Storica in Storica
			V5.00	0.000
		2010 2010		
1337 - FORT		200		
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNT	ING USE ONLY
Approved:		Approved:	Period - Journal #	06.272
Disapproved:		Disapproved:	Keyed By:	JMH
Amended:		Amended:	Date Keyed:	
Date: 12 21 21		Date:	Posted By:	
ignature:		Signature:	1	
G. Howde			Date Posted:	

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: Rowan Transit

EXPLANATION IN DETAIL:

A decrease to FY22 ROAP Grant Allocations awarded and

to correct account lines in 4529 operational budget

Prepared by: __

Kristy Cowden 12/6/2021

Date:

BUDGET INFORMATION:

ACCOUNT TITLE	E/R	ACCOUNT #	INCREASE	DECREASE	
DOT ROAP Transportation	R	1144529-434224		23,965	
Uniforms		1154529-556000		1,000	
Travel	E	1154529-558000		965	
Training	E	1154529-559000		5,000	
Vehicle Supplies	E	1154529-561085		3,000	
Other Small Equipment	E	1154529-561095		1,000	
Motor Fuels & Lubricants	E	1154529-562020		13,000	
DOT ROAP Transportation	R	1144529-434224	1	236,035	
DOT RGP Transportation	R	1144529-434124-64520	90,970	200,000	
DOT E&D Transportation	R	1144529-434125-64520	109,822		
DOT Employment Transportation		1144529-434121-64520	35,243		
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTIN	G USE ONLY	
Approved:		Approved:	Budget Revision #	06-286	
Disapproved:		Disapproved:	Date Posted:		
Amended:		Amended:	Group Number:	N. Control	
Date: 12-7-21		Date:	Posted by:		
Signature:		Signature:	Approved by:		



STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER GOVERNOR

J. ERIC BOYETTE SECRETARY

MEMORANDUM

TO:

Rowan County

FROM:

Myra Freeman, Finance Manager

DATE:

November 19, 2021

SUBJECT:

FY2022 Rural Operating Assistance Program (ROAP)

The North Carolina Department of Transportation (NCDOT), Public Transportation Division (PTD) has disbursed the Rural Operating Assistance Program (ROAP) funds to Rowan County. The period of performance for eligible program costs is July 1, 2021 – June 30, 2022. The following funds are awarded to Rowan County for each individual ROAP program as indicated:

FY2022 Formula ROAP 1st and Final Disbursement

EDTAP	EMPLOYMENT	RGP	TOTAL
1144529-434125-	1144529-434121-	1144529-434124-	FORMULA
64520	44520	44580	DISBURSEMENT
\$109,822.00	\$35,243.00	\$90,970.00	\$236,035.00

The disbursement amounts listed above represent 100% disbursement of total approved funds for the formula allocations for each program — Elderly and Disabled Transportation Assistance Program (EDTAP), Employment Transportation Program and Rural General Public (RGP). It is the responsibility of the County to comply with the provisions of the ROAP guidelines and to ensure that the receipt, expenditure, and any sub-allocation of funds are tracked for each individual ROAP program. Please refer to the program guidance in the FY2022 ROAP application package for eligible transportation assistance expenses and reporting requirements. ROAP program funds must be expended on eligible transportation operating expenses, as identified in the FY 2022 application.

Rural General Public (RGP) funds have a 10% local matching requirement. RGP funds may be used to provide up to, but not to exceed, ninety-percent (90%) of the fully allocated cost of each general public trip. The remaining ten-percent (10%) must be provided from fares, local funds or a combination of the two. Note however, that for each trip that is provided, the total of costs charged to the RGP program and the fare charged to the rider should not exceed the fully allocated cost of the trip.

EDTAP & EMPLOYMENT funds may be used to provide up to 100% of the fully allocated cost of the trip or allowable transportation related other service and requires no local match.

Mailing Address:

NC DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION DIVISION 1550 MAIL SERVICE CENTER (MSC)
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670 Fax: (919) 733-1391 Customer Service: 1-877-368-4968 Location: 1 S WILMINGTON STREET RALEIGH, NC 27601

Website: www.ncdoLgov

Rowan County must meet the reporting requirements as established in the program guidance, including but not limited to the submittal of an annual ROAP report.

Questions concerning the FY2022 program requirements, allocations and disbursement amount should be addressed to the Grants Administration Specialist assigned to your county.

Thank you.

cc: Transportation Director
County Manager
Finance Officer
NCDOT Grants Administration Specialist

2022	FY2022 Total Allocation						
COUNTIES	EDTAP		EMPL	T	RGP		Total
Harnett	\$ 98,170		31,528	\$	146,528	\$	276,220
Haywood	\$ 83,844		16,915	\$	76,213	\$	
Henderson	\$ 109,046		27,221	\$	79,023	\$	
Hertford	\$ 65,861		8,772	\$	68,076	\$	
Hoke	\$ 68,587		14,916	\$	63,625	\$	
Hyde	\$ 53,764	_	4,790	\$	49,037	\$	
Iredell	\$ 115,358	\$	42,457	\$	104,193	\$	
Jackson	\$ 71,239	\$	13,030	\$	80,555	_	
Johnston.	\$ 117,222	\$	44,299	\$	175,849	\$	
Jonës	\$ 57,606	\$	5,100	\$	53,422		
Lee	\$ 76,978	\$	17,886	\$	101,588	_	196,452
Lenoir	\$ 86,750	\$	17,629	\$	103,233	_	207,612
Lincoln	\$ 89,395	\$	22,373	\$	111,281	\$	223,049
Macon	\$ 72,029	\$	11,379	\$	77,417	\$	160,825
Madison	\$ 62,932	\$	7,724	\$	62,168	\$	132,824
Martin	\$ 65,295	\$	9,081	\$	67,910	\$	142,286
McDowell	\$ 79,333	\$	13,533	\$	88,596	\$	181,462
Mecklenburg	\$ 332,632	\$	247,601	\$	53,063	\$	633,296
Vitchell	\$ 60,818	\$	6,700	\$	58,900	\$	126,418
/lontgomery	\$ 65,593	\$	9,184	\$	71,235	\$	
<i>N</i> oore	\$ 99,118	\$	23,936	\$	132,258	\$	255,312
lash i	\$ 98,090	\$	28,483	\$	89,190	\$	215,763
New Hanover	\$ 137,361	\$	55,773	\$	47,704	\$	240,838
lorthampton .	\$ 66,974	\$	8,263	\$	65,482	\$	140,719
Onslow	\$ 113,351	\$	42,796	\$	116,212	\$	272,359
Orange	\$ 94,849	\$	34,724	\$	81,711	\$	211,284
amlico .	\$ 59,251	\$	5,799	\$	56,441	\$	121,491
asquotank	\$ 69,530	\$	13,779	\$	84,219	\$	167,528
ender	\$ 79,161	\$	16,346	\$	93,722	\$	189,229
erquimans	\$ 59,649	\$	6,049	\$	56,753	\$	122,451
erson	\$ 71,600	\$		\$	83,011	\$	
itt .	\$ 114,703	\$		\$	94,001	\$	167,301 255,266
olk	\$	\$	The same of the sa	\$		\$	
andolph	\$ 113,906	\$		\$	164,785	\$	133,729
ichmond	\$ 80,259	\$		\$	90,255	\$	315,646
obeson	\$	\$	-	\$	178,105	\$	185,152
ockingham	\$ 104,542	\$		\$	137,705	\$	335,539
owan 5	\$	\$		\$			268,322
utherford	\$	\$		\$		\$ \$	
ampson	\$	\$		\$		\$	223,526
cotland	\$ 	\$		\$		\$.	208,836
tanly	\$	\$		\$ \$		\$	165,821
tokes	\$	\$		\$		_	202,328
urry	\$	\$		<u>\$</u>		\$	168,510
-23-21 - AFR			35,243		117,545 90,970	8-1	227,968

IND (PTD)
ALLOCATIONS
REDUCED:

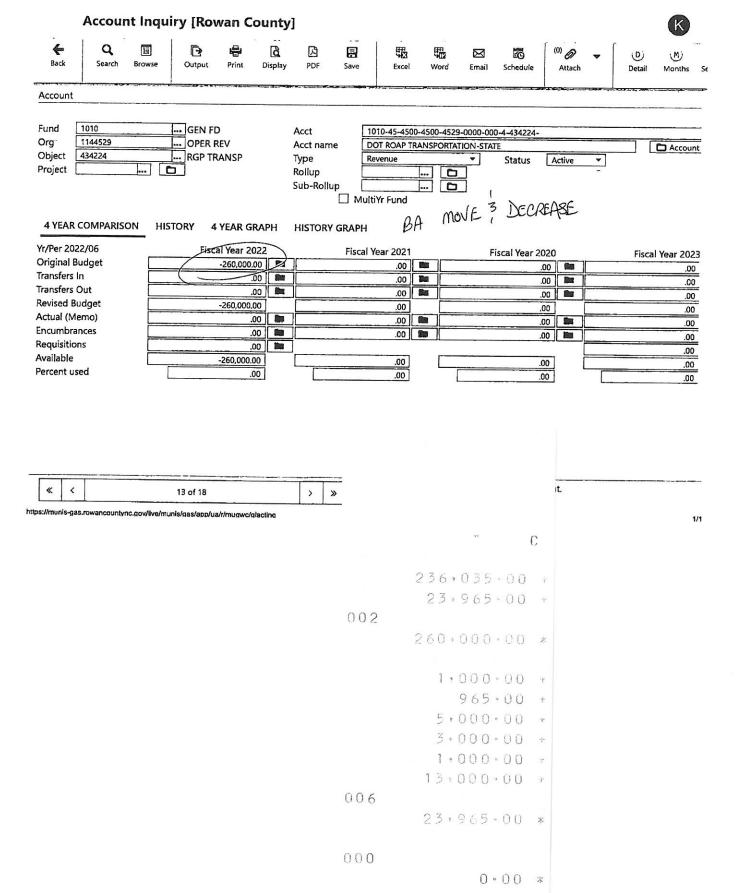
\$ 109,888 (\$8,085)

(\$1,613)

90,970 (\$ 6,454)

336,035 (\$ 16.152)

NEW ANT.



DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL: This amendment is to budget Low Income Water Assistance direct payments and administrative funding. No county funds are required.

Prepared by:	Kelly Johnson
Date:	12/10/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT#	INCREASE	DECREASE	
LIHWAP Payments		33018-893-593018-100	\$239,271	DEGITE, IOE	
LIHWAP Reimbursement		33018-5317-431098-000		1000 10	
Salaries Regular: Public Assistance		33018-001-510005-380			
Public Assistance Health Insurance	Е	33018-001-520005-380	\$7,548		
Public Assistance Medicare Tax	E	33018-001-520010-380	\$497	· · · · · · · · · · · · · · · · · · ·	
Public Assistance Retirement	Е	33018-001-520015-380	\$3,502		
Public Assistance Social Security	E	33018-001-520020-380	\$2,126		
Public Assistance Workers Compens	Ε	33018-310-520026-100	\$857		
Public Assistance 401K	E	33018-001-520030-380	\$1,029		
LIHWAP Admin	R	33018-5314-431099-000	\$49,863		
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTIN	G USE ONLY	
Approved:X		Approved:	Budget Revision # 06-339		
Disapproved:		Disapproved:	Date Posted:		
Amended:		Amended:	Group Number:		
Date: 12/10/2021		Date:	Posted by:		
Signature:		Signature:	Approved by:		



DIVISION OF SOCIAL SERVICES

Low-Income Home Energy Assistance CAA (LIHWAP)

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds EFFECTIVE DATE: $\underline{12/01/2021}$

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS

		Initial (or Previous) Allocation Funding Authorization		Additional All	location	Grand Tota	1 Allocation
Co. No.	COUNTY	Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	286,479.00	286,479.00	0.00	0.00	286,479.00	286,479.00
02	ALEXANDER	50,101.00	50,101.00	0.00	0.00	50,101.00	50,101.00
03	ALLEGHANY	21,017.00	21,017.00	0.00	0.00	21,017.00	21,017.00
04	ANSON	69,137.00	69,137.00	0.00	0.00	69,137.00	69,137.00
05	ASHE	47,971.00	47,971.00	0.00	0.00	47,971.00	47,971.00
06	AVERY	26,381.00	26,381.00	0.00	0.00	26,381.00	26,381.00
07	BEAUFORT	107,626.00	107,626.00	0.00	0.00	107,626.00	107,626,00
08	BERTIE	58,711.00	58,711.00	0.00	0.00	58,711.00	58,711.00
09	BLADEN	89,697.00	89,697.00	0.00	0.00	89,697.00	89,697.00
10	BRUNSWICK	177,276.00	177,276.00	0.00	0.00	177,276.00	177,276.00
11	BUNCOMBE	382,181.00	382,181.00	0.00	0.00	382,181.00	382,181.00
12	BURKE	170,261.00	170,261.00	0.00	0.00	170,261.00	170,261.00
13	CABARRUS	226,472.00	226,472.00	0.00	0.00	226,472.00	226,472.00
14	CALDWELL	135,683.00	135,683.00	0.00	0.00	135,683.00	135,683.00
15	CAMDEN	9,691.00	9,691.00	0.00	0.00	9,691.00	9,691.00
16	CARTERET	87,687.00	87,687.00	0.00	0.00	87,687.00	87,687.00
17	CASWELL	48,493.00	48,493.00	0.00	0.00	48,493.00	48,493.00
18	CATAWBA	251,127.00	251,127.00	0.00	0.00	251,127.00	
19	CHATHAM	68,759.00	68,759.00	0.00	0.00	68,759.00	251,127.00
20	CHEROKEE	57,820,00	57,820.00	0.00	0.00	57,820.00	68,759.00 57,820.00
21	CHOWAN	33,986.00	33,986.00	0.00	0.00	33,986.00	
22	CLAY	19,449.00	19,449.00	0.00	0.00	19,449.00	33,986.00
23	CLEVELAND	242,296.00	242,296.00	0.00	0.00	242,296.00	19,449.00
24	COLUMBUS	144,101.00	144,101.00	0.00	0.00	144,101.00	242,296.00
25	CRAVEN	161,145.00	161,145.00	0.00	0.00	161,145.00	144,101.00
26	CUMBERLAND	762,767.00	762,767.00	0.00	0.00	762,767.00	161,145.00
27	CURRITUCK	25,328.00	25,328.00	0.00	0.00	25,328.00	762,767.00
28	DARE	36,515.00	36,515.00	0.00	0.00	36,515.00	25,328.00
29	DAVIDSON	302,036.00	302,036.00	0.00	0.00	302,036.00	36,515.00
30	DAVIE	54,478.00	54,478.00	0.00	0.00	54,478.00	302,036.00
31	DUPLIN	111,679.00	111,679.00	0.00	0.00	111,679.00	54,478.00
32	DURHAM	489,912.00	489,912.00	0.00	0.00	489,912.00	111,679.00
100000000000000000000000000000000000000	EDGECOMBE	160,371.00	160,371.00	0.00	0.00	160,371.00	489,912.00 160,371.00
34	FORSYTH	659,455,00	659,455.00	0.00	0.00	659,455.00	659,455.00
35	FRANKLIN	100,428.00	100,428.00	0.00	0.00	100,428.00	
36	GASTON	373,124.00	373,124.00	0.00	0.00	373,124.00	100,428.00
37	GATES	20,360.00	20,360.00	0.00	0.00	20,360.00	373,124.00
38	GRAHAM	16,661.00	16,661.00	0.00	0.00	16,661.00	20,360.00
39	GRANVILLE	95,366.00	95,366.00	0.00	0.00	95,366.00	16,661.00
40	GREENE	47,103.00	47,103.00	0.00	0.00	47,103.00	95,366.00
41	GUILFORD	1,018,111.00	1,018,111.00	0.00	0.00	1,018,111.00	47,103.00
42	HALIFAX	166,344.00	166,344.00	0.00	0.00	166,344.00	1,018,111.00
43	HARNETT	230,554.00	230,554.00	0.00	0.00	230,554.00	166,344.00
44	HAYWOOD	90,749.00	90,749.00	0.00	0.00	90,749.00	230,554.00
45	HENDERSON	134,564.00	134,564.00	0.00	0.00	134,564.00	90,749.00
46	HERTFORD	68,699.00	68,699.00	0.00	0.00	68,699.00	134,564.00
	HOKE	111,194.00	111,194.00	0.00	0.00	202000000000000000000000000000000000000	68,699.00
			111,134.00	0.00	0.00	111,194.00	111,194.00

Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: 1

Low-I	ncome Home Er	ergy Assistance (LIEAP)	AUTHORIZAT	ION NUMBER: 1		
	Initial (or Previous) Allocation Funding Authorization		Addition	al Allocation	Grand To	tal Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	11,510.0					
49	IREDELL	163,621.0		90.0			
50	JACKSON	72,197.0					
51	JOHNSTON	303,052.0			2000		
52	JONES	23,449.0					
53	LEE	105,704.0					
54	LENOIR	162,836.0					
55	LINCOLN	104,643.0		(33.5)		Electric Control of the Control of t	
56	MACON	56,936.0			The second second	, , , , , , , , , , , , , , , , , , , ,	
57	MADISON	36,424.0			1 Pt 1 VANS		
58	MARTIN	59,117.0		THE STATE OF THE S	TO THE		
59	MCDOWELL	85,847.0			I Di		
60	MECKLENBURG	1,393,694.0	,		23	50,000,000,000,000	
61	MITCHELL	27,381.0		William Coleman			
62	MONTGOMERY	48,991.0					
63	MOORE	127,851.0			7.00.00		
64	NASH	189,439.0					
65	NEW HANOVER	335,710.0		1.55	10000000		
66	NORTHAMPTON	57,975.0			1		
67	ONSLOW	251,396.0				20 Part August Au	
68	ORANGE	175,775.0			1		
69	PAMLICO	22,353.00				2017 GOOD WING TO VALUE OF STREET	All the second of the second o
70	PASQUOTANK	79,256.00		1000000	11.0.00		
71	PENDER	83,993.00					The second secon
72	PERQUIMANS	25,645.00		15000	100,000		
73	PERSON	78,165.00		100.000			
74	PITT	391,377.00					
75	POLK	27,270.00		1/2/2/2/2	1		
76	RANDOLPH	241,970.00			1		
77	RICHMOND	151,560.00		10000			1
78	ROBESON	480,654.00					
79	ROCKINGHAM	196,806.00			2000 (000)		1
80	ROWAN	239,271.00	1				
81	RUTHERFORD	144,169.00					
82	SAMPSON	133,882.00		10000000			
83	SCOTLAND	117,566.00			0.00		
84	STANLY	87,629.00		0.00	0.00		
85	STOKES	68,850.00			0.00		
86	SURRY	141,248.00	1		0.00		
87	SWAIN			0.00	0.00		141,248.00
88	TRANSYLVANIA	25,020.00	,	0.00	0.00		25,020.00
89	TYRRELL	49,000.00		0.00	0.00	49,000.00	49,000.00
	UNION	10,174.00		0.00	0.00		10,174.00
91	VANCE	209,245.00		0.00	0.00		209,245.00
92	WAKE	128,442.00	100000000000000000000000000000000000000	0.00	0.00	128,442.00	128,442.00
93	WARREN	956,382.00		0.00	0.00		956,382.00
000000		52,423.00	52,423.00	0.00	0.00	52,423.00	52,423.00
94	WASHINGTON	34,270.00	34,270.00	0.00	0.00	34,270.00	34,270.00
95	WATAUGA	81,799.00	81,799.00	0.00	0.00	81,799.00	81,799.00
96	WAYNE	273,281.00	273,281.00	0.00	0.00	273,281.00	273,281.00
97	WILKES	130,068.00	130,068.00	0.00	0.00	130,068.00	130,068.00
	WILSON	203,026.00	203,026.00	0.00	0.00	203,026.00	203,026.00
99	YADKIN	57,149.00	57,149.00	0.00	0.00	57,149.00	57,149.00
100	YANCEY	33,692.00	33,692.00	0.00	0.00	33,692.00	33,692.00
	Total	\$ 16,798,528.00	\$ 16,798,528.00	\$ -	\$ -	\$ 16,798,528.00	\$ 16,798,528.00

Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Low Income Home Energy Assistance Funds Block CAA (LIHWAP)

CFDA Number: 93.568

CFDA Name: Low-Income Home Energy Assistance Award Name: Low-Income Home Energy Assistance

Award Number: 2101NCLWC5

Award Date: FFY 2021 Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

These funds cannot be spent until after December 1, 2021.

XS411 Heading: LIHWAP CAA

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASS THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE	DATE:
Ruhel Styring	
	November 23, 2021



DIVISION OF SOCIAL SERVICES

LIHWAP Administration

FUNDING SOURCE: Federal Low Income Household Water Assistance Funds

EFFECTIVE DATE: <u>07/01/2021</u> AUTHORIZATION NUMBER: <u>1</u>

ALLOCATION PERIOD

FROM JUNE 2021 THRU MAY 2022 SERVICE MONTHS FROM JULY 2021 THRU JUNE 2022 PAYMENT MONTHS

		Initial (or Previous) Allocation					
C. N.	COUNTY	Funding Authorization		Additional Allocation		Grand Total Allocation	
Co. No.	ALAMANCE	Federal 52.114.00	Total	Federal	Total	Federal	Total
02	ALEXANDER	52,114.00 10,070.00	52,114.00	0.00	0.00	52,114.00	52,114.00
03	ALLEGHANY	4,206.00	10,070.00 4,206.00	0.00	0.00	10,070.00	10,070.00
04	ANSON	13,078.00	13,078.00	0.00	0.00	4,206.00	4,206.00
05	ASHE	9,896.00		0.00	0.00	13,078.00	13,078.00
06	AVERY	5,225.00	9,896.00	0.00	0.00	9,896.00	9,896.00
07	BEAUFORT	21,131.00	5,225.00	0.00	0.00	5,225.00	5,225.00
08	BERTIE	11,316.00	21,131.00	0.00	0.00	21,131.00	21,131.00
09	BLADEN	20,120.00	11,316.00	0.00	0.00	11,316.00	11,316.00
10	BRUNSWICK	33,630.00	20,120.00	0.00	0.00	20,120.00	20,120.00
11	BUNCOMBE	69,991.00	33,630.00	0.00	0.00	33,630.00	33,630.00
12	BURKE		69,991.00	0.00	0.00	69,991.00	69,991.00
13	CABARRUS	28,420.00	28,420.00	0.00	0.00	28,420.00	28,420.00
14	CALDWELL	45,255.00	45,255.00	0.00	0.00	45,255.00	45,255.00
15	CALDWELL	29,568.00	29,568.00	0.00	0.00	29,568.00	29,568.00
16	CARTERET	1,969.00	1,969.00	0.00	0.00	1,969.00	1,969.00
17		16,558.00	16,558.00	0.00	0.00	16,558.00	16,558.00
18	CATAWDA	9,501.00	9,501.00	0.00	0.00	9,501.00	9,501.00
19	CATAWBA	47,657.00	47,657.00	0.00	0.00	47,657.00	47,657.00
	CHATHAM	13,975.00	13,975.00	0.00	0.00	13,975.00	13,975.00
20	CHEROKEE	11,384.00	11,384.00	0.00	0.00	11,384.00	11,384.00
21	CHOWAN	6,229.00	6,229.00	0.00	0.00	6,229.00	6,229.00
22	CLAY	3,791.00	3,791.00	0.00	0.00	3,791.00	3,791.00
23 24	CLEVELAND	45,505.00	45,505.00	0.00	0.00	45,505.00	45,505.00
25	COLUMBUS	29,625.00	29,625.00	0.00	0.00	29,625.00	29,625.00
25	CRAVEN	32,806.00	32,806.00	0.00	0.00	32,806.00	32,806.00
27	CUMBERLAND	142,428.00	142,428.00	0.00	0.00	142,428.00	142,428.00
100000	CURRITUCK	5,065.00	5,065.00	0.00	0.00	5,065.00	5,065.00
28 29	DARE	6,498.00	6,498.00	0.00	0.00	6,498.00	6,498.00
	DAVIDSON	57,198.00	57,198.00	0.00	0.00	57,198.00	57,198.00
30	DAVIE	10,296.00	10,296.00	0.00	0.00	10,296.00	10,296.00
31	DUPLIN	23,628.00	23,628.00	0.00	0.00	23,628.00	23,628.00
32	DURHAM	93,623.00	93,623.00	0.00	0.00	93,623.00	93,623.00
	EDGECOMBE	32,214.00	32,214.00	0.00	0.00	32,214.00	32,214.00
	FORSYTH	130,092.00	130,092.00	0.00	0.00	130,092.00	130,092.00
	FRANKLIN	19,966.00	19,966.00	0.00	0.00	19,966.00	19,966.00
	GASTON	77,182.00	77,182.00	0.00	0.00	77,182.00	77,182.00
30000	GATES	4,010.00	4,010.00	0.00	0.00	4,010.00	4,010.00
	GRAHAM	3,359.00	3,359.00	0.00	0.00	3,359.00	3,359.00
	GRANVILLE	16,902.00	16,902.00	0.00	0.00	16,902.00	16,902.00
	GREENE	9,721.00	9,721.00	0.00	0.00	9,721.00	9,721.00
	GUILFORD	193,043.00	193,043.00	0.00	0.00	193,043.00	193,043.00
2020000	HALIFAX	31,165.00	31,165.00	0.00	0.00	31,165.00	31,165.00
	HARNETT	42,525.00	42,525.00	0.00	0.00	42,525.00	42,525.00
	HAYWOOD	19,336.00	19,336.00	0.00	0.00	19,336.00	19,336.00
rs	HENDERSON	24,654.00	24,654.00	0.00	0.00	24,654.00	24,654.00
	HERTFORD	13,188.00	13,188.00	0.00	0.00	13,188.00	13,188.00
47	HOKE	22,105.00	22,105.00	0.00	0.00	22,105.00	22,105.00

LIEAP and CIP Administration cont.

AUTHORIZATION NUMBER: 1

DILAI	and CIF Administr	ation cont.		AUTHORIZATIO	JN NUMBER: 1			
	Initial (or Previous) Allocation							
		Funding Authorization		Additiona	al Allocation	Grand Total Allocation		
	COUNTY	Federal	Total	Federal	Total	Federal	Total	
48	HYDE	2,227.00					10 B)	
49	IREDELL	33,240.00		10000000				
50	JACKSON	12,703.00					ACT OF THE PROPERTY OF THE PRO	
51	JOHNSTON	55,768.00		1400 6554.1				
52	JONES	4,379.00		100000		0 4,379.0	4,379.00	
53	LEE	22,035.00	ACTION STRUCTURE		1		22,035.00	
54	LENOIR	30,787.00		HINGION	201	50 70 8 00 000 000 000 000 000 000 000 000 000		
55	LINCOLN	20,930.00		1		0 20,930.00	20,930.00	
56	MACON	11,809.00		1,700,000		11,809.00	11,809.00	
57	MADISON	7,545.00					200	
58	MARTIN	11,451.00	- Teacher (1990) (1990) (1990)			1		
59	MCDOWELL	17,419.00			70g (1000 COA)			
60	MECKLENBURG	282,814.00					5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
61	MITCHELL	5,400.00		8933930	11 00 00 00 00 00 00 00 00 00 00 00 00 0			
62	MONTGOMERY	9,765.00	.,					
63	MOORE	23,498.00				23,498.00	23,498.00	
64	NASH	33,624.00			500000	50 10 10 10 10 10 10 10 10 10 10 10 10 10	NOT 100 M DOCKED ON 1 1990 C	
65	NEW HANOVER	70,664.00	Total Strategies				70,664.00	
66	NORTHAMPTON	11,219.00		F. (1852)	1700000	11,219.00		
67	ONSLOW	54,349.00			N 6355			
68	ORANGE	32,419.00					32,419.00	
69	PAMLICO	4,427.00	, , , , , , , , , , , , , , , , , , , ,	(C)	5055000			
70	PASQUOTANK	16,862.00		0.00		16,862.00	16,862.00	
71	PENDER	19,078.00	,	0.00		19,078.00	19,078.00	
72	PERQUIMANS	5,084.00		0.00	1000000	5,084.00	5,084.00	
73 74	PERSON	14,769.00	C	0.00				
75	PITT POLK	82,515.00		0.00	0.00000	2015 TA 100 TO P TO P	82,515.00	
		5,114.00	994 (CO) CO (CO) CO (CO)	0.00				
76 77	RANDOLPH	46,233.00		0.00	The state of the s			
78	RICHMOND ROBESON	26,151.00	26,151.00	0.00			100000000000000000000000000000000000000	
79	ROCKINGHAM	81,289.00	81,289.00	0.00	100/-000			
80	ROWAN	36,796.00		0.00	0.00000000	1.0000000000000000000000000000000000000		
81	RUTHERFORD	49,863.00	49,863.00	0.00	200700700000			
82	SAMPSON	28,109.00	28,109.00	0.00				
83	SCOTLAND	30,195.00	V-0-1-0-0-0	0.00			7-109-1-10-1-10-1-10-1-10-1-10-1-10-1-10	
84	STANLY	21,938.00		0.00				
85	STOKES	18,452.00		0.00	VACE-38-96	07.70 \$127.50 08.590,00	1000-0 CHONON 9104 VAID	
86	SURRY	12,841.00	12,841.00	0.00				
87	SWAIN	27,126.00	27,126.00	0.00	1/00/00/00/00	TO 10 10 10 10 10 10 10 10 10 10 10 10 10		
88	TRANSYLVANIA	4,743.00		0.00			4,743.00	
89	TYRRELL	9,600.00	9,600.00	0.00	VANDER 15.51		9,600.00	
90	UNION	1,976.00 39,462.00	1,976.00	0.00			1,976.00	
91	VANCE	28,293.00	39,462.00	0.00	0.00			
92	WAKE		28,293.00	0.00	0.00		28,293.00	
93	WAREN	184,997.00 9,762.00	184,997.00	0.00	0.00			
94	WASHINGTON		9,762.00	0.00	0.00		9,762.00	
95	WATAUGA	6,628.00	6,628.00	0.00	0.00		10.4.0.000.000.0000	
96	WAYNE	15,561.00 55,905.00	15,561.00	0.00	0.00			
97	WILKES		55,905.00	0.00	0.00		55,905.00	
98	WILSON	28,365.00 38,633.00	28,365.00	0.00	0.00		28,365.00	
99	YADKIN	10,698.00	38,633.00	0.00	0.00		38,633.00	
100	YANCEY	7,169.00	10,698.00	0.00	0.00		10,698.00	
100	Total	\$ 3,273,897.00	7,169.00 \$ 3,273,897.00	0.00	0.00		7,169.00	
		\$ 3,213,071.00	Ψ 3,273,897.00	\$ -	\$ -	\$ 3,273,897.00	\$ 3,273,897.00	

LIHWAP Administration cont.

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Federal Low Income Household Water Assistance Funds Block Grant

CFDA Number: 93.568

CFDA Name: Low Income Household Water Assistance Program Award Name: Low Income Household Water Assistance Program

Award Number: 2101NCLWC5

Award Date: FFY 2021

Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

XS411 Heading:

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASSEMBLY. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE

DATE:

November 23, 2021

DEPARTMENTAL REQUEST FOR BUDGET ACTION

Luga	TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: WATER FUND

EXPLANATION IN DETAIL:

Increase in budget of revenue and expense to account for increase in water usage in the Dukeville area; increasing the County's sale of water but correspondingly increasing our water purchased from SRU.

Prepared by:

JHOWDEN

Date: 12/15/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
SALE OF WATER	R	6547510-444500	70,000	
WATER PURCHASED	E	6557510-541020	70,000	
TU: CUUNTY				
				* ************************************

A-100000 100 0000				
				200
Maria Wali				
		1-19	****	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUN	TING USE ONLY
Approved:	Aı	pproved:	Period - Journal #	06-419
Disapproved:	Di	sapproved:	_ Keyed By:	
				graf
Amended:	Ar	mended:	_ Date Keyed:	
Date:	Da	ate:	Posted By:	
Signature: Howden	Sig	nature:	Date Posted:	

G/L ACCOUNT DETAIL Rowan County

Org: 6557510 object: 541020 WATER PURCHASED

POSTED	z	z	>	>	>	>	
AMOUNT	10,079.86	10,972.61	5,865.25	5,441.15	5,323.20	8,888.56	
REFERENCE			5621	5362	5189	5189	
SRC TR PO/REF2							
SRC TR			API 1				46,570.63
EFF DATE	12/13/2021	12/13/2021	10/22/2021	09/17/2021	08/27/2021	08/27/2021	46
JOURNAL	2022 06		208	410	522	522	unt:
PER	90	90	04	03	05	0.5	rotal Amount:
YEAR	2022	2022	2022	2022	2022	2022	Tota

** END OF REPORT - Generated by James M. Howden **

	Roy Estinate	11,000.	000.000.99	over buget 4,570.000	70.570.000		
Annuelized	46.570.65 4	7,761°772 *	7,761.772 ×	93,141.264 *	93,141,264 +	En .	97,711.894 + 42,000.000 - 55,711.894 *

×

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS FROM: FINANCE **EXPLANATION IN DETAIL:** To budget the Farm Credit Grant awarded to Cooperative Extension, approved at the 11/15/21 BOC meeting. Prepared by: Lisa Bevis 12/17/21 Date: **BUDGET INFORMATION:** Reviewed: **ACCOUNT TITLE** ACCOUNT# **INCREASE DECREASE Grants Private Revenue** R 1144955-433101-30002 5,000 **Grants Private Expenditures** 1154955-585000-30002 5,000 **DEPARTMENT HEAD COUNTY MANAGER**

ACCOUNTING USE ONLY Approved: Budget Revision # 06-536 Approved: ____ Disapproved: _____ Disapproved: _____ Date Posted: _____ Amended: ____ Amended: _____ Group Number: _____ Posted by: _____ Signature: Approved by: _____

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:

Amy-Lynn Albertson

DATE:

11/05/2021

SUBJECT:

Carolina Farm Credit Grant For Cooperative Extension

Cooperative Extension's Livestock Program has been awarded a grant of \$5000 to purchase a trailer to haul the small ruminant working equipment from the Carolina Farm Credit Corporate Mission Fund.

We would like permission to accept these funds. This does not require any matching fund from Rowan County.

ATTACHMENTS:

Description

<u>Carolina Farm Credit Award Letter</u> <u>Carolina Farm Credit Grant Proposal</u> **Upload Date**

11/5/2021 11/5/2021 Type

FYI

Cover Memo Cover Memo



P.O. Box 1827 (28687) • 146 Victory Lane (28625) • Statesville, N.C. • carolinafarmcredit.com

Phone: (800) 521-9952 & (704) 873-0276 • Fax: (704) 873-6900

November 4, 2021

Rowan County Cooperative Extension Morgan Watts 2727 Old Concord Rd, Suite A Salisbury, NC 28146

Dear Morgan Watts,

As part of our Corporate Mission Fund, Carolina Farm Credit is pleased to award your organization, Rowan County Cooperative Extension, with \$5,000 in support of your project: Cargo Trailer, in Rowan County. We received 141 grant requests this year and were able to fund 25 projects and 12 scholarships, totaling \$150,650.

This letter is intended to outline the terms and conditions of your acceptance of and agreement regarding the Carolina Farm Credit Corporate Mission Fund Grant (the "Grant"). It is important that you read these terms and conditions carefully, acknowledge your receipt of and agree to be bound by the same. Please sign one original copy of this agreement letter indicating that you have accepted the terms and conditions listed below. Please return the signed letter via email to Jocelyn Roten, Jocelyn.Roten@carolinafarmcredit.com, by November 12, 2021.

- The Grant may only be used for the project identified above as this project was described to us in your application, any related correspondence, submissions, or communications with us about the project. Your project was approved as submitted by a committee at Carolina Farm Credit. If you wish to make any changes to the project or spend the Grant in a different manner or on a different project, you must submit such request(s) to us in writing for approval by the committee. All changes must be submitted and approved prior to you taking any action.
- Your project should be completed by the end of the program, which is December 31, 2022. If your project is abandoned or not completed by the deadline, you agree to return any unused portion of the Grant, at the completion of the project or the end of the program, back to Carolina Farm Credit.
- By accepting the Grant, you agree to attend a banquet on May 11, 2022. This event will be located in Statesville, North Carolina at the Statesville Civic Center from 11:30am 2:30pm. This event will recognize your project as well as those of the other recipients. The event will also be attended by distinguished guests and NC elected officials. Prior to the banquet, we will request from you a list of local officials you would like to attend, so we can extend an invitation to them.
- You agree to submit a brief report to us upon the conclusion of your project. Your report should include a summary of what the Grant accomplished and how your project contributed to the objectives of the fund, which include investing in the future of agriculture and enhancing and impacting the quality of life in rural North Carolina. Your report should also include a general accounting of how you spent the Grant. You also agree that you will provide any other information reasonably requested by us related to your project or the Grant. Please plan to include pictures and/or video of the project.
- By accepting the Grant, you are providing us with your express permission to use your name and logo, and the
 rights to any photographs, project information, project report, and any other materials you supply to us, without



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Phone: (800) 521-9952 & (704) 873-0276 • Fax: (704) 873-6900

further notice, in our publicity, press releases, and/or publications in any media (including but not limited to, print, online, and social media). You are not required to provide interim updates or status reports, but we encourage you to provide us with information and photographs regarding your project that we may use to share your project on our social media sites. Any information sharing will be at our sole discretion. You further agree that your own publications for the project will include a statement regarding the partial and/or full funding by Carolina Farm Credit. Your use of the Carolina Farm Credit name, logo, or other trademarks must be approved by our Marketing Department prior to use. Contact the Marketing Department to receive a logo in the format you require for publications.

• You understand that the Grant is for the project applied for only and does not imply or create any additional obligations or a commitment to provide any future funding for this or any similar projects by you. We reserve the right to terminate this agreement and request a return of the Grant for your failure to comply with this agreement letter or any misallocation of the Grant or misrepresentation on your part.

Congratulations on being selected for this Grant! I look forward to hearing more about the great things you are doing.

Vance C Dalton gr

Vance C. Dalton, Jr. President and CEO

VCD/jkr

Sincerely,

ACCEPTED AND AGREED TO:

Margaret G. Hamm SVP, Chief Marketing Officer	Date _11/4/2021	Grantee	Date
		Grantee Title	
		Grantee Organization	_

Carolina Mission Fund Grant

Each year, Carolina Farm Credit supports organizations with grants of up to \$5,000 to help in their endeavors and to further the future of agriculture in our region of North Carolina.

Fund Mission & Objectives

The Fund's mission is to build strong partnerships and alliances, leveraging the resources within the fund to preserve and promote the farmer, the family, and our rural communities. The Fund has two main objectives: to invest in the future of agriculture and to enhance and impact the quality of life in rural North Carolina.

Please provide a brief summary of your organization including the history, organization description, mission and goals (500 character limit): *

N.C. Cooperative Extension, Rowan County Center strives to work with all local small ruminant producers to share the knowledge generated through both North Carolina State University and local research to farmers to further enhance the growing small ruminant industry in North Carolina. The organization's mission is to help individuals, families and communities put research-based knowledge to work for economic prosperity, environmental stewardship and an improved quality of life.

Please describe the population and geographic area served (250 character limit): *

N.C. Cooperative Extension strives to work for all the citizens in the county served. This project is focused on serving all small ruminant producers in Rowan County in a new and growing industry.

Please provide the purpose and description of your project including who it will benefit (1,500 character limit): *

According to the USDA 2017 Census, Rowan County ranks 4th in the state for small ruminant inventory with approximately 3,300 head of sheep and goats. The purpose of this project is to purchase an enclosed cargo trailer that producers in Rowan can utilize when needing to haul the equipment rented from the office. This will mainly be used for transportation of the small ruminant equipment to field days and workshops.





Carolina Farm Credit 146 VICTORY LANE PO BOX 1827 STATESVILLE NC 28687-1827

Wells Fargo Bank N.A. 66-156/531

19737669

Void after 90 days Amount \$5,000.00***

Date December 8, 2021

To The Order Of

ROWAN COUNTY COOPERATIVE EXTENSION 2727-A OLD CONCORD ROAD SALISBURY NC 28146

97376690 1:0531015611 20799001085940

Check Date: December 8, 2021	Supplier Number: (0000005581			Check	No: 19737669
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Late Charge	Paid Amount
12/03 96_CMF grant	December 3, 2021	00205188	5,000.00	0.00	0.00	5,000.00
2021-2022 Corpo	orate Mission Fund Grant /	ROWAN CO COOP EXTENSION				

114955-43	30002
14955-43	310
1149	

Check Number	Date	Total Gross Amount	Total Discounts	Total Late Charge	Total Paid Amount
19737669	December 8, 2021	\$5,000.00	\$0.00	\$0.00	\$5,000.00

DEPARTMENTAL REQUEST FOR BUDGET ACTION

ROWAN COUNTY

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: ES/SHERIFF/COUNTY MANAGER

EXPLANATION IN DETAIL:

Requesting the use of ARPA funds to continue hazard pay through June 25th for Sherriff and Emergency Services employees potentially exposed to COVID 19 based on their daily work schedule.

_				
Pre	pai	rea	b	1:

JHOWDEN

Date:

12/17/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
ARPA REIMBURSEMENT REVENUE	R	7344119-431300	844,424	
SALARY (PREMIUM PAY)	E	7354119-510005	560,000	
HEALTH DEPARTMENT	E	7354119-520005	140,000	
MEDICARE	Е	7354119-520010	8,120	
RETIREMENT	E	7354119-520015	60,704	
SOCIAL SECURITY	E	7354119-520020	34,720	
WORKER COMP	Е	7354119-520025	12,880	
401(K)	E	7354119-520030	28,000	
W. Inc. St. 1. St. 1. L.				
Angle Company (1995) (1994) (1996) Sangaran Angle Company (1996) Sangaran Angle Company (1996) Sangaran Angle Company (1996)				
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTII	NG USE ONLY
Approved:	Ар	proved:	Period - Journal #	06-538
Disapproved:	Dis	approved:	_ Keyed By: _	JMH
Amended:	Am	nended:	_ Date Keyed:	
Date: 12/17/21	Da	te:	Posted By:	
Date: 12/17/21 ignature:	Sign	ature:	Date Posted:	

Key in gray sections only

Department Name	Sheriff and Emergency Services Hazard Pay							
Position Title	Estimating \$40,000 per pay	Estimating \$40,000 per pay						
Hours (per week)	Salar	Salary \$ 844,424.00 Grade						
Position Title, Salary, Grade - confirmed with Human Resources:						No		

Salary / Benefits	_	Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary	_	\$ 560,000.00	\$ -	\$ -	\$ 560,000.00
Health Insurance	\$910 / Mo	140,000.00	<u>-</u>	-	140,000.00
Medicare	1.45%	8,120.00	_		8,120.00
Retirement	10.84%	60,704.00			60,704.00
Social Security	6.20%	34,720.00	-		34,720.00
Workers Comp	2.30%_	12,880.00		-	12,880.00
401(k)	5.00% _	28,000.00		-	28,000.00
Total Salary / Benefits	-	844,424.00			844,424.00
Equipment Costs		_	-	-	
Taser		<u>-</u>	<u>.</u>		-
Stop Sticks			- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	<u> </u>	-
DCI License	-	e i e			-
Mobile Data Terminal	į,				-
Computer Air Card		<u>-</u>			7=
Handgun		<u>-</u>			
Patrol Rifle	1	-			-
Portable Radio					-
Mobile Radio		-			
Vehicle			-		_
Vehicle Equipment					-
Supplies					94
Clothing		-	_		12
Street Gear			_		-
Travel / Training				<u>-</u>	
Miscellaneous (list below)					
				<u>-</u>	
Particular and the second			•		
Total Equipment Costs		-			-
Total Cost	<u> </u>	844,424.00	\$ -	\$ -	\$ 844,424.00



DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: ES/SHERIFF/COUNTY MANAGER

EXPLANATION IN DETAIL:

Requesting the use of ARPA funds to cover over time for the Detention Center, Building Inspection, and DSS departments to help fight and control COVID 19 in the community and for those departments short staffed because of COVID 19 through June 25th, 2021.

rod	hw.
	red

JHOWDEN

Date:

12/17/2021

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
ARPA REIMBURSEMENT REVENUE	R	7244110 421200	111.005	
OVERTIME	E	7344119-431300	441,085	
HEALTH INSURANCE		7354119-510010	292,500	
MEDICARE	E	7354119-520005	73,130	
RETIREMENT	Е	7354119-520010	4,250	
the state of the s	E	7354119-520015	31,710	
SOCIAL SECURITY	E	7354119-520020	18,140	
WORKER COMP	E	7354119-520025	6,730	
401(K)	E	7354119-520030	14,625	
VOCTORED C.				
DEPARTMENT HEAD		COLUNT		
DEFANTIMIENT HEAD	_	COUNTY MANAGER	ACCOUNT	ING USE ONLY
Approved:		Approved:	Period - Journal #	06-539
Disapproved:		Disapproved:	Keyed By:	JMH
Amended:		Amended:	Date Keyed:	
		Amended.	Date Reyed:	
Date: 17/7/21 Signature: Atowden		Date:	Posted By:	
Signature:		Signature:	1	
Cd-Howden			Date Posted:	

Key in gray sections only

Department Name	Overtime to cover various departments						
Position Title	Estimating \$45,000 per month for all Departments						
Hours (per week)	Salary \$ 441,085.00 Grade						
Position Title, Salary, Grade - confirmed with Human Resources:			Yes		No		

Salary / Benefits		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		\$ 292,500.00	\$ -	\$ -	\$ 292,500.00
Health Insurance	\$910/	72.425.00			
	Mo	73,125.00		William Control of the Control of th	73,130.00
Medicare	1.45%	4,241.25			4,250.00
Retirement	10.84%	31,707.00			31,710.00
Social Security	6.20%	18,135.00	-		18,140.00
Workers Comp	2.30%	6,727.50		-	6,730.00
401(k)	5.00%	14,625.00			14,625.00
Total Salary / Benefits	8-	441,060.75			441,085.00
Equipment Costs					
Vest					-
Taser					=
Stop Sticks					
DCI License	1				<u>=</u>
Mobile Data Terminal	Ī			<u> -</u>	<u> </u>
Computer Air Card	Ī			<u>-</u>	-
Handgun	Ī			_	-
Patrol Rifle	Ī		<u>-</u>		-
Portable Radio	Ī		_		-
Mobile Radio	-	_		_	
Vehicle	1	_			
Vehicle Equipment	Ī	<u>-</u>			
Supplies	1	<u> </u>			
Clothing	Ī	_	<u>.</u>		
Street Gear		<u>_</u>			
Travel / Training	1				
Miscellaneous (list below)	_				
	1				
Total Equipment Costs	<u> </u>	_		_	
).9	A	4		
Total Cost	_	\$ 441,060.75	\$ -	\$ -	\$ 441,085.00

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE **EXPLANATION IN DETAIL:** To budget funding for the Rowan County Farmland Protection Plan Project awarded to Cooperative Extension under the ADFP Trust Fund. Prepared by: Lisa Bevis Date: 12/17/21 **BUDGET INFORMATION:** Reviewed: **ACCOUNT TITLE** ACCOUNT # **INCREASE** DECREASE State Government Grant Revenue 1144955-434000 R 10,000 **Grant Expenditures** E 1154955-585000 10,000 **DEPARTMENT HEAD COUNTY MANAGER** ACCOUNTING USE ONLY Approved: _____ Budget Revision # 06-587 Approved: _____ Disapproved: _____ Disapproved: _____ Date Posted: _____ Amended: Amended: _____ Group Number: _____ Date: 12/21/21
Signature: J. Howden Date: _____

Signature:

Posted by: _____

Approved by: _____



Steve Troxler Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith Chief Deputy Commissioner

July 30, 2020

Ms. Amy-Lynn Albertson, Director Rowan County Cooperative Extension 2727-A Old Concord Rd. Salisbury, NC 28146

NOTIFICATION OF FUNDING OFFER

Dear Ms. Albertson:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Farmland Preservation, I am pleased to inform you that \$10,000.00 for your project, Rowan County Farmland Protection Plan, was approved under the ADFP Trust Fund.

Two original contract packets must be <u>completed and returned</u> to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed, as applicable, before they are returned to the address provided below. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. Please return the two completed packets via UPS or FedEX ONLY (do NOT send via US Postal Service) to:

Veronica Jamison N.C. Department of Agriculture & Consumer Services, Farmland Preservation Division 2 W. Edenton St. Raleigh, NC 27601

All authorized representative signatures may be in blue or black ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet.

One fully-executed, original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Veronica Jamison at 919-707-3071, or feel free to send an email to veronica.jamison@ncagr.gov.

I would like to take this opportunity to thank you for participating in the ADFP Trust Fund to encourage the preservation of qualifying farmland and to foster the growth, development, and sustainability of family

Chief Deputy Commissioner

Enclosures

JN 06-647

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO:	RO.	ARD	OF	COL	INIT	TY (COR	ARA	122	ION	VER	C
IU.		ヘハレ	OI.		JINI	1 1	-	VIIVI	OO	-	ALL	

FROM: Social Services

EXPLANATION IN DETAIL: This amendment is to budget Pandemic LIEAP ARPA direct service payments. Expenditures will be reimbursed at 100% requiring no county funds.

Prepared by: Kelly Johnson
Date: 12/22/2021

BUDGET INFORMATION:

R/E	ACCOUNT#	INCREASE	DECREASE
	33018-324-593011-100		
R	33018-5317-431307-000	\$929,079	

	COUNTY MANAGER	ACCOUNTING	S USE ONLY
	Approved:	Budget Revision #_	06-647
	Disapproved:	Date Posted:	
	Amended:	Group Number:	
	Date:	Posted by:	
	Signature:	Approved by:	
	E	E 33018-324-593011-100 R 33018-5317-431307-000 COUNTY MANAGER Approved: Disapproved: Amended: Date: Signature:	E 33018-324-593011-100 \$929,079 R 33018-5317-431307-000 \$929,079 COUNTY MANAGER ACCOUNTING Approved:

Jul

DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: LIEAP ARPA EFFECTIVE DATE: 12/1/2021 AUTHORIZATION NUMBER: 1

33018-324-593011-100 33018-5317-431307-000

ALLOCATION PERIOD

FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Federal
01	ALAMANCE	1,112,382
02	ALEXANDER	194,542
03	ALLEGHANY	81,608
04	ANSON	268,455
05	ASHE	186,269
06	AVERY	102,438
07	BEAUFORT	417,905
08	BERTIE	227,971
09	BLADEN	348,290
10	BRUNSWICK	688,354
11	BUNCOMBE	1,483,989
12	BURKE	661,114
13	CABARRUS	879,378
C(14%)	CALDWELL	526,850
15	CAMDEN	37,628
16	CARTERET	340,482
17	CASWELL	188,297
18	CATAWBA	975,111
19	CHATHAM	266,989
20	CHEROKEE	224,511
21	CHOWAN	131,967
22	CLAY	75,521
23	CLEVELAND	940,822
24	COLUMBUS	559,539
25	CRAVEN	625,717
26	CUMBERLAND	2,961,784
27	CURRITUCK	98,346
28	DARE	141,785
29	DAVIDSON	1,172,791
30	DAVIE	211,536
31	DUPLIN	433,645
32	DURHAM	1,902,305
33	EDGECOMBE	622,713
34	FORSYTH	2,560,630
35	FRANKLIN	389,958
36	GASTON	1,448,821
37	GATES	79,056
38	GRAHAM	64,694
39	GRANVILLE	370,303
40	GREENE	182,899
41	GUILFORD	3,953,274
	HALIFAX	645,904
43	HARNETT	895,230
	HAYWOOD	352,374
100000	HENDERSON	522,507
100.000	HERTFORD	266,756
	HOKE	431,759
	HYDE	44,692

49	IREDELL	635,331	1
50	JACKSON	280,336	1
51	JOHNSTON	1,176,735	1
52	JONES	91,051	1
53	LEE	410,443	ł
54	LENOIR	632,283	
55	LINCOLN	406,322	1
56	MACON	221,080	1
57	MADISON	141,432	1
58	MARTIN	229,548	ł
200	MCDOWELL	333,340	
60	MECKLENBURG	5,411,660	
61	MITCHELL	106,320	
62	MONTGOMERY	190,229	
63	MOORE	496,441	
64	NASH	735,584	
65	NEW HANOVER	1,303,546	
66	NORTHAMPTON	225,116	
67	ONSLOW	976,156	
68	ORANGE	682,524	
69	PAMLICO	86,795	
70	PASQUOTANK	307,745	
71	PENDER	326,139	
72	PERQUIMANS	99,577	
73	PERSON	303,512	
74	PITT	1,519,699	
75	POLK	105,887	
76	RANDOLPH	939,558	
77	RICHMOND	588,500	
78	ROBESON	1,866,354	
79	ROCKINGHAM	764,186	
80	ROWAN 🗶	929,079	×
81	RUTHERFORD	559,802	/
82	SAMPSON	519,857	
83	SCOTLAND	456,502	
84	STANLY	340,257	
85	STOKES	267,342	
86	SURRY	548,458	
87	SWAIN	97,152	
88	TRANSYLVANIA	190,266	
89	TYRRELL	39,506	
90	UNION	812,488	
91	VANCE	498,732	
92	WAKE	3,713,584	
93	WARREN	203,556	
94	WASHINGTON	133,067	
95	WATAUGA	317,623	
96	WAYNE	1,061,135	
97	WILKES	505,048	
98	WILSON	788,339	
99	YADKIN	221,907	
100	YANCEY	130,823	
44	Total	65,227,843.00	

420 350

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: December 21, 2021

SUBJECT: Consider Approval of Board Appointments

ATTACHMENTS:

Description	Upload Date	Type
January Board Appointments	12/21/2021	Cover Memo
Board Applications	12/21/2021	Cover Memo

MONTHLY BOARD APPOINTMENTS January 3, 2022 COMMISSION MEETING

ROWAN ECONOMIC DEVELOPMENT COUNCIL

There is a total of three (3) county seats to be filled by the Board of Commissioners.

For two (2) of the seats, Greg Anderson and Tim Proper have re-applied. Both are eligible for reappointment and if approved, their terms will expire December 31, 2024.

The third county appointment is needed due to a resignation. Applications were received from the following individuals:

- 1. Roger Lee Withers
- 2. Dr. Tony Watlington, Sr.
- 3. Bradford Michael Basinger
- 4. Carl Dangerfield, Jr.
- 5. Thomas Chandler Turpin
- 6. Corey Jo Hill

The selected applicant will serve a three-year term that will expire December 31, 2024.

SOUTH SALISBURY FIRE DEPARTMENT FIRE COMMISSIONERS

Judy Bernhardt and Wayne Taylor applied for reappointment; however, they have both served three (3) terms. During regular session on December 2, 2019, the Board waived the term limits established by the Resolution governing the Board appointment process in order to allow Ms. Bernhardt and Mr. Taylor to serve a third term.

Fire Chief Jason Burnett submitted a letter asking the Board to waive the term limits again due to the Department's inability to identify new and interested applicants. If the Board chooses to waive the term limits, the reappointment for Ms. Bernhardt and Mr. Taylor would be for two (2) years and expire December 31, 2023.

Justin Belk applied to fill a vacant seat and if approved, his term would also expire December 31, 2023.

Note: There are approximately 56 vacancies on various advisory boards.

Mr Gregory Mark Anderson

Rowan County | Generated 11/15/2021 @ 8:33 am by OnBoard2 - Powered by ClerkBase

Status

Name Mr Gregory Mark Anderson

Application Date 11/13/2021

Expiration Date 11/13/2023

Board Member

Business/Civic Experience and why you feel you are

local boards including DSI, Pops at the Post, Rowan Economic Council, United Way. Member of Rotary Club.

Have you ever been convicted of a felony?

15 years as publisher of the Salisbury Post. Serve/served on

Basic Information

qualified for this appointment:

Mr Gregory Mark Anderson

Gregory Mark Anderson

Status Validated

1430 EMANUEL CHURCH RD

Resident

ROCKWELL

Phone

704-202-0763

704-202-0763

gma3293@gmail.com

Contact Information

Board

Rowan Economic Development Council

ROCKWELL, NC 28138

Ward/District

Cell Phone

Email

Gender

Rowan

What is your gender?

County of Residence

Male

Additional Information

Occupation

Employer

Self-employed GCOM, LLC

Vacancies

Status

Pending

Occupation

Real estate

development/management

Timothy M Proper

Rowan County | Generated 12/9/2021 @ 2:51 pm by OnBoard2 - Powered by ClerkBase

Status

Timothy M Proper Name

Application Date 12/9/2021

Expiration Date 12/9/2023

Board Member

Business/Civic Experience and why you feel you are

Served as Treasurer and Board Member for Downtown Salisbury Inc, Waterworks Visual Arts Center, Piedmont

Have you ever been convicted of a felony?

Basic Information

qualified for this appointment:

Timothy M Proper

Players Theatre

County of Residence

Timothy Malcolm Proper

Status Validated

Contact Information

Board

Address

315 W Horah St Salisbury, NC 28144

Resident

Yes

Ward/District

West Square

Phone

7047622253

Cell Phone

7042132001

Email

tproper@fmbnc.com

Gender

Rowan

What is your gender?

Rowan Economic Development Council

Employer

F&M Bank

Occupation

Vacancies

Status

Occupation

Banker

Additional Information

Roger Lee Withers

Rowan County | Generated 12/10/2021 @ 9:13 am by OnBoard2 - Powered by ClerkBase

Status

Roger Lee Withers Name

Application Date 12/10/2021

Expiration Date 12/10/2023

Board Member Roger Lee Withers

> Status Validated

Board

Rowan Economic Development Council

Vacancies

Status

Basic Information

Roger Lee Withers

Business/Civic Experience and why you feel you are qualified for this appointment:

12 years elected official,

Have you ever been convicted of a felony?

County of Residence

Contact Information

Resident

Ward/District

China grove

Phone

7046518295

lee.withers1@gmail.com

Gender

What is your gender?

Address

900 patterson st China grove, NC 28023

Email

Additional Information

Occupation

Employer

PowerChord

Occupation

Sales Director

Dr. Tony Billie Watlington, Sr

Rowan County | Generated 12/21/2021 @ 3:27 pm by OnBoard2 - Powered by ClerkBase

Status

Name Dr. Tony Billie Watlington, Sr

Application Date 11/16/2021 Expiration Date 11/16/2023

Board Member Tony B Watlington, Sr

Status Validated

Board

Rowan Economic Development

Council

BoC Meeting

Status

Basic Information

Name

Dr. Tony Billie Watlington, Sr

Resume File View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:

NC Public School Forum BOD, Salisbury Rotary Club, Rowan Education Collaborative, Southwest Education Alliance, American Association of School Administrators (AASA), Association for Supervision and Curriculum Development (ASCD), North Carolina Association of School Administrators (NCASA), Schlechty Superintendent's Leadership Network (SLN), Coalition of Schools Educating Boys of Color (COSEBOC), Government Alliance on Race and Equity As School Superintendent, I am working strategically to improve the quality of education for Rowan-Salisbury students in order to help build a strong workforce in Rowan County.

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Gender

What is your gender? REDACTED

Contact Information

Address

1005 Silvertrace Dr #128 Salisbury, NC 28147

Resident

Yes

Phone

(704) 245-2121

Cell Phone

(704) 245-2121

Email

watlingtontb@rss.k12.nc.us

Occupation

Vacancies

Employer

Rowan-Salisbury Schools

Occupation

Superintendent

web Developer Bradtord ivi Basinger

Rowan County | Generated 8/4/2021 @ 4:30 pm by OnBoard2 - Powered by ClerkBase

Status				Board (Rank)	Vacancies	Status
	Name	Web Developer Bradford M Basinger	X	Rowan Economic Development Council (1)	5	Pending
	Application Date	8/4/2021				
	Expiration Date	8/4/2023				
	Board Member	Bradford Michael Basinger	Rowan County Zoning Board of Adjustment (2)	Rowan County Zoning Board of	2	Pending
	Status	Validated				

Basic Information

Web Developer Bradford M Basinger

Resume File View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:

Salisbury NC Citizens Academy Graduate 2019 Member of the 2040 Comprehensive Planning Committee for Salisbury, NC

Member of the Rowan County, NC Industrial Facilities and Pollution Control Financing Authority Committee

Have you ever been convicted of a felony?

County of Residence

Rowan

Gender

What is your gender?

Male

Contact Information

Address

306 MAUPIN AVE SALISBURY, NC 28144

Resident

Yes

Ward/District

Salisbury - Fulton Heights

7042677763

Email

bradfordm1978@gmail.com

Occupation

Employer

BriscoWeb Occupation

Web Developer/Digital Marketing

Technologist

Brad

Basinger

306 Maupin Ave. Salisbury, NC 28144

Email: rameseslabs@gmail.com

Phone: (704) 267-7763

"Seeking opportunities in economic development."

Professional Experience

Web Developer/Digital Marketing Technologist BriscoWeb - Mooresville, NC March 2020 to Present

- Gather business requirements from clients to put together estimates for web applications, website
 redesigns, digital marketing, & other web development services. Responsible for presenting web
 designs, branding & logo strategies, and finding the technology stack that is the most
 cost-effective for the client to meet their business needs.
- Develop content strategies and SEO-friendly graphics & elements that make for a great user experience that converts on sales or other on page/in app goals.
- Create and manage forms to gather information from website visitors that can help clients better understand their customer and markets.

President/Owner of MB Construction Company - Charlotte, NC March 2008 to March 2020

- Responsible for generating customer service & sales leads through print media, trade shows, mailers, digital marketing, and social media marketing.
- Billing of services to clients and monitoring of cost estimated versus actual
 cost. Generate change orders, requests for information, and other documentation
 for weather-related damages, overages to budgets, change in customer
 requirements, and other unforeseeable costs that may arise in the course of
 construction.
- Maintained MySQL database with customers, addresses, jobs, work performed, dates of estimates, dates of work, weather notes, and other information needed to properly document contract work performance.

Site Manager Granger Construction - Syracuse, NY 2003 to 2008

- Responsible for maintaining the job schedule and keeping job costs within budget numbers. Updating databases for job cost through a purchase order.
- Conflict resolution on-site and with contract disputes.

Technology Experience

HTML & HTML5 (7 years), CSS (7 years), Javascript ES6 (4 years), Node JS 10.16.0 (3 years), Express.JS (3 years), MongoDB (3 years), SQL (1 year), MySQL (5 years), PHP 5.0- PHP 7.2.2 (3 years), Wordpress 4.0-5.2.2 (5 years), Laravel 5.1-5.5 (1 year), Codelgnitor 3.1 (1 year) Linux Ubuntu 16.04-18.04 (3 years), Google (10+ years), Google Adwords (10 years), Google Analytics (10 years), React.JS (3 years), Angular (2 years), Mongoose.JS (3 years), Passport.JS (3 years), Loopback API (2 years), Redux (3 years), Okta (Less than 1 year), Vue.JS (1 year), Bootstrap 2-4 (5 years), Materialize CSS (1 year), Sass (3 years), Less (1 year), LAMP Stack (3 Years), Yam (1 year), NPM (3 years), Emmett (2 years) Microsoft Studio Code (2 years)

Professional Experience

Project Management (10+ years), Construction (10+ years), Business Development (8 years), Business Management (10+ years), Retail (3 years), Materials Management (10+ years), Sales (10+ years), Marketing (5 years), Marketing Strategy (5 years), Digital Marketing (5 years), Social Media Marketing (5 years), Social Networking (5 years), Social Media Management (5 years), Microsoft Office (10+ years), Data Entry (10+ years), Safety (10+ years), Advertising (8 years), Marketing Research (5 years)

Education & Technology Training

The University of North Carolina at Charlotte - Charlotte, NC 2000 to 2003 (3 years)

Business Administration - Information Technology Systems

Salisbury High School - Salisbury, NC 1992 to 1996 High School Diploma - College Prep/Technology Path

Computer Programming Technology Training

- Google Analytics Academy Google Analytics, Google Tag Manager, Google Adwords
- Udemy HTML, CSS, PHP OOP, and MERN Stack
- Microsoft Virtual Academy MEAN Stack, Azure, JavaScript
- Traversy Media PHP, WordPress, HTML, CSS, JavaScript, React, Angular, Bootstrap
- UNC-Charlotte Classes Microsoft Office, HTML, CSS, Basic JQuery, Some C++
- Digital Ocean LAMP Stack, Ubuntu 16.04, Ubuntu 18.04, Apache, Nginx, PHP

IVIR Cari Chester Dangerfield, Jr

Rowan County | Generated 8/3/2021 @ 8:34 am by OnBoard2 - Powered by ClerkBase

Status

Name Mr Carl Chester Dangerfield, Jr

Application Date 8/2/2021 Expiration Date 8/2/2023

Board Member Carl Chester Dangerfield, Jr

Status Validated

Board (Rank)

Juvenile Crime Prevention Council (1)

Rowan Economic Development Council

Vacancies

Status

9

Pending

Pendin

Basic Information

Name

Mr Carl Chester Dangerfield, Jr

Business/Civic Experience and why you feel you are qualified for this appointment:

I served the city of Salisbury Police Department and Rowan County sheriffs office, until I retired in April 2018. I have since opened and operate a private investigation firm, which currently employs 8 employees. I spent many years investigating and assisting juveniles, which I was able to defer prosecution on many. But had to make prosecution request on several that was necessary. As a business owner in the community I have personal Interest in my community as a business owner, but also as a resident. I want to contribute all that I have to this community in ways that I feel I can. I want to contribute all that I have to this community in ways that I feel I can.

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Gender

What is your gender?

Male

Contact Information

Address

208 Travis Lane Salisbury, NC 28146

Resident

Yes

Phone 7046394925

Cell Phone 7046384925

Email

carl@ravenrockinvestigations.com

Occupation

Employer

Raven Rock Investigations

Occupation

President/Private Investigator

inomas Changier Turpin

Rowan County | Generated 7/19/2021 @ 8:40 am by OnBoard2 - Powered by ClerkBase

Status

Name Thomas Chandler Turpin

Application Date 7/17/2021 **Expiration Date** 7/17/2023

Board Member Thomas Chandler Turpin

> Status Validated

Board

Vacancies

Status

Rowan Economic Development Council

0

Pending

Centralina Economic Development

District

Basic Information

Name

Thomas Chandler Turpin

Resume File View / Download

Have you ever been convicted of a felony?

County of Residence

Rowan

Contact Information

Address

1255 Timber Spring Ln Salisbury, NC 28147

Resident

Yes

Phone 7048422159 Cell Phone

7048422159 Email

turpintc@gmail.com

Occupation

Employer

Prestige Site Works, LLC

Occupation

Operations Manager

Gender

What is your gender?

Male

Thomas "Chandler" Turpin, MBA

(704) 842-2159 turpintc@gmail.com

Summary

Motivated professional with the demonstrated ability to adapt to any situation. Attended school at night while working full time and self-taught all the skills highlighted below. Career shaped by being willing to take on any task, adapt to any situation and learn any skill in a timely manner.

Education

06/2020-08/2021

Gardner-Webb University

Boiling Springs, NC

Master's Degree in Business Administration (MBA)

08/2013-12/2018

Belmont Abbey College

Belmont, NC

Bachelor's Degree in Business Management and Criminal Justice

Experience

09-2020/present

Prestige Site Works, LLC

Charlotte, NC

Operations Manager

- Oversee all Preconstruction activities including estimating, subcontractor and vendor solicitation and final negotiations. Responsible for ensuring bids align with company strategy and goals.
- Provide and manage financials at the project level and company level. At the company level responsible for interpreting WIP and Financial Statements for accuracy and presenting to ownership.
- Responsible for Business Development and maintaining existing client and vendor/subcontractor relationships.
- Successfully implemented new company software (Bid2Win & Agtek) while working independently
 with outside implementation teams.
- Successfully implemented new excel models for tracking financials at the project and company level.
- Assist Project Managers with issues that had been elevated to the executive team.
- Revere at Mooresville \$6,000,000 Scope of work included a turn key site work package for the owner (grading, underground utilities, retaining walls, curb, paving).
- **Blackstone Bay -** \$5,500,000 Scope of work included a turn key site work package and design consultation with the developers engineering team.
- Timberwood Phase 3 \$2,600,000 Scope of work included a turn key site work package for the owner (grading, underground utilities, curb, paving).

10-2019/09-2020

Fessler & Bowman, Inc.

Charlotte, NC

Project Manager

 Manage client's expectations and guide project team through completion of project. Manage from preconstruction through final closeout and punch list.

- Provide and manage financials for assigned projects and present to company executive team.
- Client billing, subcontractor/supplier invoice approval, and internal work in progress estimates.
- Review design and provide value engineering to client and to reduce costs.
- Negotiate Contracts with clients and negotiate change orders both with client and subcontractors.
- Obtain all required permitting for projects.
- Manage and track budgets throughout the entirety of a project.
- CMPD Independence \$2,000,000 Site work package for the City of Charlotte including grading, underground utilities, concrete paving, and curb).
- Centralized Receiving and Distribution Center \$6,500,000 Site work and concrete package for Charlotte Douglas International Airport including grading, paving, underground utilities, curb, footings, slab on grade, slab on metal deck, precast panels).
- Concourse E Terminal Expansion \$3,000,000 Demolition and site work at the Charlotte
 Douglas International Airport. Included demolition, grading, underground utilities, curb and concrete
 paving.

10-2018/10/2019

Wayne Brothers, Inc.

Davidson, NC

Assistant Project Manager

- Assist project managers in client billing, subcontractor/supplier invoice approval, and internal work in progress estimates.
- Solicit bids/quotes from subcontractors and suppliers and perform buy out comparisons for preconstruction.
- Perform quantity takeoffs for preconstruction bids and work orders.
- Track cost, develop and track budgets, develop schedule, and oversee project from planning through completion.
- **Kannapolis Infrastructure** \$6,000,000 Scope of work includes demo of existing storm and sewer utilities and installation of new in downtown Kannapolis, NC.
- City of Kannapolis Maintenance \$250,000 Scope of work includes demo of existing storm culverts, asphalt, water lines and sewer lines, regrading and stabilization.
- Holiday Inn Utilities \$279,000 Scope of work includes new sewer outfall with two bores, private sewer and water, and three water taps.

10-2017/09-2018

Morgan-Corp

Charlotte, NC

Project Engineer

- Oversee and perform project management tasks including submittals, RFI's, document control, change management, design evaluation, quantity and progress documentation, production and process evaluation, writing operations summaries and procedures, and scheduling.
- Assist project managers in coding invoices and quantity tracking.
- Assist superintendents in daily field operations including leading crews and planning tasks.
- Quality control including rebar inspections, concrete testing, subgrade inspections, and any other quality control requirements and documentation.
- Water Redirect and Holding Basin Plant Allen Duke Energy \$29,000,000 Scope of work included mass grading, abc stone placement, impermeable liner, 4000 CY of cast in place concrete spillways and grit chambers, 45,000 CY of Roller Compacted Concrete, Ductbank, and Paving.

Project Manager/Safety Manager

- Schedule construction sequencing with erosion installations and final project clearing on multiple projects.
- Provide moving schedules, along with ordering associated permits to move equipment.
- Maintain and track company adherence to Equal Employment Opportunity(EEO) policies and regulations.
- Responsible for overseeing processing of payroll each week.
- Attend pre-construction meetings with general contractors and city and county inspectors.
- Estimate costs and prepare bid packages by performing area takeoffs.
- Prepare quarterly tax payments for the International Fuel Tax Agreement (IFTA) for the company.
- Track costs associated with several jobs in concurrence by tracking equipment time, employee time and associated costs with operation.
- Maintain safety requirements for company by preparing safety manuals in general tasks and job specific requirements.

Relative Education and Achievements

- OSHA 510
- Primavera, Microsoft Office, Bluebeam, Agtek, Bid2Win, Viewpoint, Quickbooks, Foundation
- Certified Associate in Project Management (CAPM)

References available upon request

Mr COREY J HILL

Rowan County | Generated 12/21/2021 @ 3:28 pm by OnBoard2 - Powered by ClerkBase

Status

Name Mr COREY J HILL

Application Date 2/15/2021
Expiration Date 2/15/2023

Board Member Corey Jo Hill

Status Validated

Board

Vacancies

Status

Rowan Economic Development

Council



Basic Information

Name

Mr COREY J HILL

Resume File View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:

Please see attached resume

Have you ever been convicted of a felony?

no

County of Residence

NO

Request for Waiver of Term Limits

Corey Hill

Contact Information

Address

420 CAMELOT DR SALISBURY, NC 28144

Resident

Yes

Phone 7043408032

Cell Phone 7043408032

Email

coreyjh326@gmail.com

Occupation

Employer

DTNA Cleveland

Occupation

Human Relations

Gender

What is your gender?

REDACTED

Corey J. Hill

420 Camelot Dr. Salisbury, NC 28144 (704) 340-8032 Coreyjh326@gmail.com

Highlights Of Qualifications:

- Strong management abilities with excellent organizational and people skills
- Communicate well with a variety of personalities with the ability to increase productivity
- Capable of working under tight deadlines and meeting high performance goals
- Ability to manage multiple projects at one time
- Hands-on technical leader in manufacturing for 19 years
- Highest Leadership role in Local Union as UAW Local President

Work Experience:

Professional Experience:

DTNA TRUCK MANUFACTURING LLC. - Cleveland, N.C. 1992-present

Continuous Improvement Facilitator 2006- Present

- Worked with outside consultants in start up of plant wide production system
- Conducted plant wide assessment of product areas through Value Stream Mapping, mulitimoment analyses and Continuous Improvement Projects
- Responsible for implementing change in all areas of the plant
- Conducted time studies and instructed implementation of lean manufacturing concepts
- Managed and lead continuous improvement projects

Projects

Team Leader 1994-2000, 2002-2006

- Hands-on technician responsible for 40 employees in the paint department and off-line producing class 8 trucks
- Computerized production system using Imron 5000 / 6000, TAO administration office, and e-mail outlook communications
- Responsible for employee tracs, time & attendance, and end-of-shift reports
- Maintained training matrix skill level on all department employees

Lead Painter 1992-1994

• Responsible for paint production application, repairs, training, and quality

DAVIDSON COMMUNITY COLLEGE - Lexington, N.C. 1991-1994

Paint Instructor

- Taught body shop & sheet metal repair, estimating, prime, top coat paint application, and materials
- Instructed 2 evening classes a week

Education:

- Bachelor of Business Administration ~ Catawba College
- Certification in Automotive Finish Technology ~ Davidson Community College, NC

Certification:

- UAW Practical Ergonomics Training
- UAW Health and Safety Training
- Time management certification
- Project management certification
- Teaching for maximum impact

UAW Local 3520 Offices:

Vice-President

2009-2010

Local President

2010- Present

Accomplishments

- Local Union membership has grown from 52 percent to 80 percent
- Established community presence by strengthening our standing committees and our involvement in community and political activities
 - -Bright Beginnings 4 years running
 - -Holiday Food drives 4 years running
 - -Sponsored Child ID distribution at local Elementary Schools
 - -Packing parties for back pack food program

UAW NC/SC Community Action Program V-PAC Executive Board president 2013-Present

NC AFL-CIO Offices:

♦ Vice President Vice President 2010-2013

2017-PRESENT

BOARDS & COMMISSIONS

Centralina Workforce development Executive Board 2016- present

NC State DOL OSH Advisory Council 2018- present

Southern Piedmont Central Labor Council

Member of LIFE Church / Sunday school Classroom teacher k-5 grades Baseball coach for Cal Ripken League

REFERENCES:

Available upon request



SOUTH SALISBURY FIRE DEPARTMENT

SERVING ROWAN COUNTY SINCE 1951

December 10th, 2021

Rowan County Board of Commissioners Attn: Carolyn Barger, Clerk to the Board 130 W. Innes Street Salisbury, NC 28144

Dear Chairman Edds and County Commissioners,

Please allow this letter to serve as a formal request from South Salisbury Fire Department to have the term limits of the following (2) current Fire Commissioners (Judy Bernhardt and Wayne Taylor) waived so they may be reappointed to serve an additional two year term. Our organization made a good faith effort over the last couple of months in attempting to locate new community members to serve in this capacity; however, due to a lack of interest we were unable to identify new applicants for these (2) positions. We would greatly appreciate your approval in providing a waiver for this request. If you should have any further questions, my contact information is listed below.

Respectfully Submitted,

Jason Burnett

Fire Chief / Secretary, Board of Directors

South Salisbury Fire Department

Judy Bernhardt

Rowan County | Generated 12/13/2021 @ 8:35 am by OnBoard2 - Powered by ClerkBase

Status

Name Judy Bernhardt

Application Date 12/11/2021 Expiration Date 12/11/2023

Board Member Judy K. Bernhardt

Status Validated

Board

South Salisbury Volunteer Fire

Department Fire Commissioners

Vacancies

Status

0

Pending

Basic Information

Name

Judy Bernhardt

Business/Civic Experience and why you feel you are qualified for this appointment:

I am a current member of St. Paul's Lutheran Church in Salisbury and served on the Friendship Club, Christian Education Committee and St. Paul's Lutheran Women's Group.

I have lived in the community and fire district my entire life and would like to continue to give back to my community now that I am retired.

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Request for Waiver of Term Limits

Yes

Gender

What is your gender?

Female

Contact Information

Address

1822 Old Concord Road Salisbury, NC 28146

Resident

Yes

Phone 704-636-2019

Email

southsalisbury@outlook.com

Occupation

Employer Retired

Wayne Taylor

Rowan County | Generated 12/13/2021 @ 8:36 am by OnBoard2 - Powered by ClerkBase

Status

Name Wayne Taylor **Application Date** 12/11/2021

Expiration Date 12/11/2023 **Board Member** Wayne Taylor Status Validated

Board Vacancies Status

South Salisbury Volunteer Fire Department Fire Commissioners

Pending

Basic Information

Wayne Taylor

Business/Civic Experience and why you feel you are qualified for this appointment:

Member of St. Paul's Lutheran Church and serve as a Sunday School Teacher and Adult Class Supervisor as well as Sign Coordinator. I also deliver Meals on Wheels. Being a longtime resident of the area and fire district as well

as my previous experience serving as a Fire Commissioner; I feel I am qualified for this appointment.

Have you ever been convicted of a felony?

County of Residence

Request for Waiver of Term Limits

Contact Information

Address

225 Eastbend Lane Salisbury, NC 28146

Resident

Yes

Phone

704-637-7401

southsalisbury@outlook.com

Employer Retired

Occupation

Gender

What is your gender?

Male

Justin Belk

Rowan County | Generated 12/13/2021 @ 8:34 am by OnBoard2 - Powered by ClerkBase

Validated

Status

Name Justin Belk
Application Date 12/11/2021
Expiration Date 12/11/2023
Board Member Justin Belk

Status

Board Vacancies Status

South Salisbury Volunteer Fire Department Fire Commissioners Pending

Basic Information

Name

Justin Belk

Business/Civic Experience and why you feel you are qualified for this appointment:

Served as a member of this organization since 2005. I feel my 16 years of experience with the department and knowledge of the fire district and community provide me with the qualifications to serve in this position.

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Request for Waiver of Term Limits

No

Contact Information

Address

4505 Old Concord Road Salisbury, NC 28146

Resident

Yes

Phone 704-762-6769

Email

southsalisbury@outlook.com

Occupation

Employer

Rowan County Sheriff's Office

Occupation

Detention Officer

Gender

What is your gender?

Male

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: December 22, 2021

SUBJECT: To Consider Approval of Closed Session Minutes

The Board is asked 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 Session held on October 18, 2021.

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 Attorney Jay Dees

DATE: 12/21/2021

SUBJECT: For Attorney-Client Privileged Communication

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(3) for attorney-client privileged communication regarding lease negotiations.