

ROWAN COUNTY COMMISSION AGENDA

February 7, 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: January 18, 2022 (Regular Meeting), January 18, 2022 (Annual Planning Work Session), January 27, 2022 (Special Meeting)
- 1 Consider Approval of Consent Agenda
 - A. Prayer Tent West End Plaza

- Request to Accept Available Grant Funds from the NC Governor's Crime Commission
- C. Robertson Foundation Grant Application
- D. Bi-Weekly Environmental Health Report
- E. RCHD 2022 Clinical Fee Schedule
- F. RCHD 2022 Dental Fee Schedule
- G. Purchase of Three (3) Dodge Ram 1500 for Sheriff's Office
- H. Thermal Scanner for Whole Body Scanner
- I. Sole-Source Approval Tasers and Body Cameras for Sheriff's Office
- J. The High Road, Inc Lease in West End Plaza
- K. Records Loan Agreement with Salisbury Post
- L. Request for Property Access
- M. Task Order 2022-01 Landfill Phase V Expansion
- N. Schedule Quasi-judicial Hearing for SUP 02-22
- O. Offer by NC DOT for Kimball Road Bridge Project
- P. Authorize Soil & Water Conservation District To Apply for Funding through StRAP
- Q. Change Order 001 NE Rowan County Chemical Booster Station
- 2 Public Comment Period
- 3 Fiscal Year 2021 Financial Report Presentation
- 4 Update Regarding Rowan Jobs Initiative
- 5 Budget Amendments
- 6 Consider Approval of Board Appointments
- 7 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: January 31, 2022

SUBJECT: Consider Approval of the Minutes: January 18, 2022 (Regular Meeting), January 18, 2022

(Annual Planning Work Session), January 27, 2022 (Special Meeting)

ATTACHMENTS:

Description	Upload Date	Туре
January 18, 2022 - Regular Meeting	1/31/2022	Cover Memo
January 18, 2022 - Planning Work Session	1/31/2022	Cover Memo
January 27, 2022 - Special Meeting	1/31/2022	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 January 18, 2022 – 6:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

Present: Greg Edds, Chairman Jim Greene, Vice-Chairman Mike Caskey, Member 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 6:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

Chairman Edds added a sewer easement to the Consent Agenda as item L. County Attorney Jay Dees explained that the Board had previously adopted a Resolution to support allowing a development on Highway 150 to connect to sewer within the County's Grants Creek Conservation Easement by the Mid Carolina Regional Airport. The Board was now being asked to grant the easement.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the January 3, 2022 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Delta Dental 2021 Smiles for Kids Grant Program
- B. Bi-Weekly Environmental Health Report
- C. Tax Refunds for Approval
- D. Aerowood Aviation Requesting Waiver of Daily Hangar Fee
- E. Contract with Echelon Consulting, Inc for DSS
- F. Contract with Family Resources of Rutherford County, Inc for DSS
- G. Margaret C Woodson Foundation Grant Application
- H. Transfer of Two (2) Lots In East Spencer
- I. Approve 6-Month Extension of 120Water Platform for Northeast Water System
- J. Teleflex Sole Source
- K. Sole Source Purchasing
- L. Sewer Easement (addition to the Consent Agenda) The documentation for this addition was provided as follows:

Letter to County Attorney:

Jay Dees Rowan County Attorney 130 W. Innes Street Salisbury, NC 28144 Via Jay.Dees@rowancountync.gov

RE: Notice to Proceed with Permitting - Sewer Easements - Grant's Landing Single-Family Development

Dear Mr. Dees,

This letter provides our notice to proceed with permitting of the sewer line extension/connection from Rowan County parcel 462005 connecting to Rowan County parcel 462012 and 461077.

We submitted our construction documents requesting the location of the necessary sewer locations, manholes, etc. to Salisbury - Rowan Utilities (SRU) on November 17, 2021 and received comments back on December 22, 2021 from SRU on these submittals. Our anticipation is to resubmit the plans on January 18, 2022, which would place us around late February for full approval from SRU. Once we have full approval from SRU, SRU will turn over the plans to NCDEQ for State of North Carolina approval which typically takes around 30 calendar days. Therefore, our hope and intention is to have the sewer easements finalized and recorded by early February.

We are prepared at this time to finalize the sewer easement agreements with Rowan County. Our attorney, Austin Baker with McMillan PLLC, has prepared the sewer easement documents and our surveyor, David Haywood with CESI, has prepared the sewer easement exhibits. A copy of these documents are included with this letter/email for your review.

Thank you for your help and we look forward to working with you on this project.

Sherwood Development Group Justin Mueller justin@sdgcarolinas.com 704-578-5688

Cc: Three Rivers Land Trust, Inc.

Travis Morehead

travis@threeriverslandtrust.org

McMillan PLLC Austin Baker austin@mcmillanpllc.com

Sewer Easement - Forest Glen, Steele and Rowan:

STATE OF NORTH CAROLINA

SEWER RIGHT OF WAY AGREEMENT

COUNTY OF ROWAN

THIS SEWER RIGHT OF WAY AGREEMENT ("Agreement"), made and entered into this the __ day of January, 2022, ("Effective Date") by and between Forest Glen, Inc., Grace Steele Kent, and Charles Edward Steele, (collectively, with their assigns, heirs, and successors in interest, the "OWNERS"), and Rowan County (collectively, with its assigns and successors in interest "ROWAN") provides as follows:

Recitals:

- A. OWNERS are currently under contract to sell certain real property located in Rowan County, North Carolina and further identified with PIN 4620060001 consisting of approximately 68.43 acres (the "OWNERS Property"), the OWNERS Property being the same property deeded to the OWNERS in those certain deeds recorded in Book 700, Page 166, Book 700, Page 167, Book 700, Page 169, Book 643, Page 657, and Book 643, Page 658 of the Rowan County Register of Deeds;
- B. ROWAN is the sole owner of certain real property located in Rowan County, North Carolina and further identified with PIN 462 012 and 461 077 (collectively, the "ROWAN Property"), the ROWAN Property being the same property deeded to ROWAN in Book 717, Page 867 of the Rowan County Register of Deeds (as to PIN 462 012) and the same property deeded to ROWAN in Book 1199, Page 386 of the Rowan County Register of Deeds (as to PIN 461 077);
- C. OWNERS wish to connect to an existing sanitary sewer line for the purposes of providing sewer to the OWNERS Property by connecting to the existing sanitary sewer line located on the ROWAN Property (the "Sewer Line"); and
- D. In order to facilitate the connection of the Sewer Line, ROWAN wishes to grant a sanitary sewer line easement to allow OWNERS to construct the Sewer Line as depicted in **Exhibit A** attached hereto and incorporated herein by reference (the "Easement").

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and which includes the mutual promises of the parties hereto (the "Parties"), the Parties hereby agree as follows:

1. Soil and Erosion Control Plan; Application for Sewer Line. OWNERS shall prepare an application for a soil and erosion

- 1. Soil and Erosion Control Plan; Application for Sewer Line. OWNERS shall prepare an application for a soil and erosion control plan prior to the granting of the Easement and as required pursuant to any applicable Rowan County ordinance (the "Soil and Erosion Control Plan"), OWNERS shall join in the application as necessary and agrees to execute any documentation necessary to allow the application to be filed. OWNERS shall, at their cost and expense, be solely responsible for the implementation of said Soil and Erosion Control Plan for the construction of the Sewer Line. Furthermore, OWNERS shall defend, indemnify and hold ROWAN harmless from and against all claims demands, losses, damages, expenses and costs (including reasonable attorney's fees and expenses) arising out of or in connection with OWNERS' failure to comply with the Soil and Erosion Control Plan.
- 2. <u>Easement for Sanitary Sewer Line.</u> ROWAN, subject to the terms and conditions set forth herein, hereby gives, grants, and conveys to OWNERS (A) a perpetual nonexclusive easement (the "Easement") encumbering (i) the area depicted in **Exhibit A** as Sanitary Sewer Easement #1 and Sanitary Sewer Easement #2, (the "Easement Area") for the purpose of permitting OWNERS to construct, at their sole cost and expense, and maintain the Sewer Line along with (B) temporary construction easements depicted on **Exhibit A** as Temporary Construction Easement #1, Temporary Construction Easement #2, and Temporary Construction Easement #3 to enter and re-enter the property during construction (the "Temporary Construction Easement"). The Temporary Construction Easement shall terminate upon completion of the construction of the Sewer Line. Further, ROWAN shall allow OWNERS to connect to and use the existing sanitary sewer line currently located within the Easement Area (the "Point of Connection").

On or before the later of the date that is one (1) year after the execution of the Easement, or two (2) years following the Project Approval Date, OWNERS shall construct the Sewer Line in a good and workmanlike manner and in compliance with (i) the terms of this Agreement, (ii) Rowan County's then-current specifications required for the dedication and acceptance of the Sewer Line, and (iii) all other applicable federal, state and local requirements and specifications (collectively, the "Required Specifications"). The construction of the Sewer Line shall, as near as possible, follow the path as depicted for the Easement Area in **Exhibit A**. Any substantial deviation from the path depicted on Exhibit A must first be approved by ROWAN, and, if such approval is given, ROWAN will execute an amendment to the Easement to provide a new pathway for the Sewer Line. The Parties hereby agree to exercise good faith in considering whether it is necessary for the Easement to be amended to provide a new pathway for the Sewer Line. In the event that any reimbursements for costs associated with the Sewer Line shall be offered by any governmental entity, then and in that event such reimbursement shall be the property of OWNERS. In the event the Point of Connection or any portion of the existing sanitary sewer line (the "Existing Line") shall require any upgrades because of the Sewer Line, the cost and expense of such upgrades shall be the sole responsibility of OWNERS. Furthermore, any improvements within the Easement Area and/or temporary construction easement that are required to meet the Required Specifications shall also be the sole responsibility of OWNERS. Subsequent to the installation and approval of the Sewer Line by Rowan County or any other required municipality (the "Municipality"), any future required upgrades to the Existing Line shall not be the responsibility of OWNERS; provided, however, OWNERS shall not permit any thirdparty property owner or occupant to tie-in/connect to the Sewer Line or Existing Line via an easement or license over, upon, under, or through the OWNERS Property unless and until said third-party property owner or occupant agrees to pay the full cost and expense of any upgrades to the Existing Line required by the Municipality as a result of such additional use/flow into the Existing Line. OWNERS shall (a) promptly repair any damage to the ROWAN Property caused by the installation of the Sewer Line; (b) be solely responsible for the maintenance and repair of both the Sewer Line and Easement Area until such time as the Sewer Line is turned over to the Municipality; (c) maintain at all times general liability insurance with a financially responsible insurance company licensed in North Carolina in an amount equal to \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, with ROWAN named as additional insured (the "Required Insurance"); and (d) defend, indemnify and hold ROWAN harmless from and against all claims, demands, losses, damages, expenses and costs (including reasonable attorney's fees and expenses) arising out of or in connection with the construction of the Sewer Line. Notwithstanding anything to the contrary contained in this Agreement, the granting of the Easement

shall be contingent upon ROWAN'S approval of the location of the Easement and access to the existing sanitary sewer line from the OWNERS Property to the ROWAN Property. The Parties hereby agree that, to the extent any one or more Exhibit(s) are not finalized prior to the execution and delivery of this Agreement by the Parties, such Exhibit(s) shall be reasonably and mutually agreed upon by the Parties as soon as practicable after the execution of this Agreement and shall, thereafter, be attached and incorporated into this Agreement without the need for any further amendment to this Agreement.

- 3. Purchase Price of Easement. The purchase price for the Easement (the "Easement Consideration") shall be Five Thousand and No/100 Dollars (\$5,000.00). Within three (3) days of the execution of this Agreement, OWNERS shall deposit the amount of the Easement Consideration in escrow with McMillan PLLC in Charlotte, North Carolina ("Escrow Agent"). Upon the receipt and recordation of the Easement in the Rowan County Register of Deeds, the Escrow Agent shall release the Easement Consideration to ROWAN. Notwithstanding anything in this Agreement to the contrary, in no event shall the Sewer Line be activated or dedicated to the Municipality until ROWAN has been paid the Easement Consideration pursuant to this Paragraph 3.
- 4. <u>Cost Apportionment</u>. OWNERS shall pay for the recordation of the Easement, the costs (if any) for the Soil and Erosion Control Plan and application for the same, and the cost of the Escrow Agent. Unless otherwise set forth in this Agreement, each of the Parties shall pay for their own costs incurred related to this Agreement.
- 5. ROWAN'S Representations and Warranties. ROWAN represents and warrants to OWNERS that, as of the Effective Date:
 - 5.1. There are no pending, or, to the best of ROWAN'S actual knowledge without duty of independent inquiry, threatened or contemplated, condemnation actions involving all or any portion of the Easement Area and that ROWAN has not received notice of any such action.
 - 5.2. ROWAN has not entered into any agreement, oral or written, which would materially and adversely limit or restrict ROWAN'S right or ability to enter into this Agreement or which would otherwise materially and adversely affect the Easement Area or the use or development thereof as contemplated by this Agreement (hereinafter, a "Material Adverse Effect").
 - 5.3. Neither ROWAN nor the Easement Area is subject to any judgment or decree of any court of competent jurisdiction, or to any pending litigation or administrative proceeding, which would result in a Material Adverse Effect.
 - 5.4. To the best of ROWAN'S actual knowledge without duty of independent inquiry, the entry into this Agreement, the execution and delivery of all instruments and documents required to be executed and delivered hereunder and the performance of all acts necessary and appropriate for the full consummation of the transactions contemplated hereunder are consistent with, and not in violation of, any contract, agreement, or instrument to which ROWAN is a party or by which it is bound.
 - 5.5. To the best of ROWAN'S actual knowledge without duty of independent inquiry, there are no taxes, charges or assessments of any nature or description arising out of the operation of the ROWAN Property which would constitute a lien against the Easement Area that will be unpaid as of the date of transfer of the Easement, except for the lien for current ad valorem property taxes, or normal assessments, if any, for the year in which the transfer of the Easement occurs.
 - 5.6. To the best of ROWAN'S knowledge without duty of independent inquiry, (i) there are no toxic wastes, hazardous chemicals or other similar hazardous material contamination located on or affecting the Easement Area that would result in a Material Adverse Effect, (ii) there are no landfills or dumping grounds of any sort on the Easement Area, (iii) there are no cemeteries, burial grounds, or historical sites on the Easement Area, and (iv) there are no underground storage tanks on the Easement Area. ROWAN shall use commercially reasonable efforts to not permit or allow any of the foregoing to be placed or installed in, upon or under the Easement Area.
 - 5.7. ROWAN has no actual knowledge of (without duty of independent inquiry), and have not received any notice of, any violations of applicable zoning or subdivision ordinances relating to the Easement Area.
 - 5.8. ROWAN is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1954 as amended.
 - 6. OWNERS' Representations and Warranties. OWNERS represent and warrant to ROWAN that:
 - 6.1. OWNERS are not subject to any judgment or decree of any court of competent jurisdiction, or to any litigation or administrative proceeding which would in any way limit or restrict its right or ability to enter into this Agreement and consummate the transactions contemplated under this Agreement.
 - 6.2. The entry into this Agreement, the execution and delivery of all instruments and documents required to be executed and delivered hereunder and the performance of all acts necessary and appropriate for the full consummation of the transactions contemplated hereunder are consistent with, and not in violation of, any contract, agreement, or instrument to which OWNERS is bound.
- 7. Risk of Loss. Risk of loss prior to transfer of Easement shall be on ROWAN for the Easement Area and ROWAN shall provide notice to OWNERS promptly after the occurrence of loss under this paragraph.
- 8. <u>Eminent Domain</u>. If, prior to the transfer of the Easement, all or any part of the Easement Area is taken by eminent domain or if condemnation proceedings are commenced, either Party shall have the option, by written notice to the other, to terminate this Agreement.
- 9. <u>Default and Remedies</u>. If either Party fails to perform any of the terms and/or conditions of this Agreement or is otherwise in default under this Agreement, then, in addition to all other rights and remedies available at law or in equity, the other Party may specifically elect to:
 - 9.1. Terminate this Agreement by written notice to the other Party upon which both Parties shall be released from all further obligations under this Agreement except for any indemnity obligations that specifically survive termination of this Agreement.
 - 9.2. Seek specific performance of the other Party's obligations under this Agreement.

- 9.3. With respect any breach of Paragraph 3, ROWAN shall be entitled to exercise the remedy of self-help and cut-off the activation of the Sewer Line, without incurring any liability therefor.
- 10.1. Property Transferred "As Is." Subject to the representations and warranties of the Parties set forth in this Agreement, the Easement is transferred and conveyed "as is."
- 10.2. Notices. Any notices which either Party hereto are required or desire to give the other hereunder shall be deemed to have been properly given for all purposes if (a) delivered against a written receipt of delivery, (b) mailed by registered or certified mail of the United States Postal Service, return receipt requested, postage prepaid, (c) delivered to a nationally recognized overnight courier service for next business day delivery, to its addressee at such Party's address as set forth below, or (d) delivered via facsimile transmission to the facsimile number listed below, provided, however, that if such communication is given via facsimile transmission, an original counterpart of such communication shall concurrently be sent in either the manner specified in the clause (b) or (c) above. Each such notice, demand or request shall be deemed to have been given upon the earlier of (i) actual receipt or refusal by the addressee, (ii) three days after deposit thereof in any main office or branch office of the United States Post Office if sent in accordance with section (b) above, and (iii) one day after the deposit thereof with a courier if sent pursuant to section (c) above.

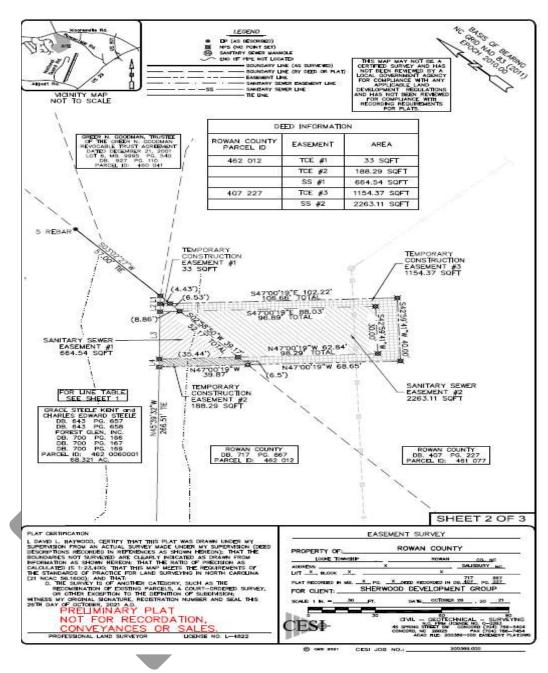
To ROWAN:	
To OWNERS:	
TO OWINERO.	
cc:	J. Austin Baker
	McMillan PLLC
	514 Beatties Ford Road
	Charlotte, NC 28216
	T: (980) 585-1260
	F: (888) 240-8409

Notices may be given on behalf of any Party by its legal counsel. Either Party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

- 10.3. <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- 10.4. Entire Agreement. This instrument and the Exhibits hereto contain the entire understanding and agreement by and between the Parties and all prior or contemporaneous oral or written agreements or instruments are merged herein and no amendment to this Agreement shall be effective unless the same is in writing and signed by the Parties hereto. There are no representations, warranties or undertakings given or made by either Party hereto except as set forth herein or in any agreement delivered pursuant hereto.
- 10.5. <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither Party shall have the right to assign this Agreement without the prior written consent of the other.
- 10.6. <u>Captions and Headings</u>. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Agreement.
- 10.7. Counterpart Originals. This Agreement may be executed in separate counterparts with multiple originals. Facsimile and scanned signatures shall be treated as original signatures.
 - 10.8. Time. Time is of the essence with respect to the rights and obligations created under this Agreement.
- 10.9. <u>Termination</u>. Notwithstanding anything in this Agreement to the contrary, in the event that the Easement has not been granted, and the Easement Consideration has not been deposited with Escrow Agent on or before that the date that is one (1) year after the Effective Date, then either Party hereunder who is not then in default of this Agreement shall have the right to terminate this Agreement upon written notice to the other.
- 10.10. <u>Easement Runs with Land</u>. The rights granted within this Agreement shall be construed to run with the land with respect to the interests of the parties hereto and their successors in interest, and any grant, transfer or conveyance of interest in land or lease subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest.

[Signature Page Follows]

EXHIBIT A



2. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one signed up to speak and no one having called in to participate remotely, Chairman Edds closed the Public Comment Period.

For the record it is noted the agenda packet contained one (1) online Public Comment form that was received from Rivka Darwactor regarding concerns with the County's Noise Ordinance.

3. PUBLIC HEARING & SUMMARY PRESENTATION - EDC 'PROJECT RABBIT'

Scott Shelton, Vice President of the Rowan County Economic Development Commission (EDC) presented the economic impact summary regarding the proposed location of Project Rabbit (Project) in Rowan County. Mr. Shelton reported the Company behind the Project was an online retailer that offered thousands of products to its customers and served them from warehouses and fulfillment centers located throughout the country. The Company was evaluating locations for a new eCommerce Fulfillment Center facility within the southeastern region of the United States. If the County was chosen, the Company would create 2,500 full-time jobs by the end of 2028. Approximately 2,450 of the new jobs would be fulfillment-related positions. The remaining jobs would be comprised of supervisory and executive positions. In addition, the Company also expected to create approximately 2,600 seasonal part-time jobs.

The Company planned to invest approximately \$584.3 million into the Project through the construction of a new facility and the installation of major equipment. The majority of improvements would be completed by the end of 2024.

Mr. Shelton discussed the County's current Investment Grant Program (Program) and said in order to strengthen the County's chances of securing the Project, the EDC proposed the Board consider the following changes from the standard Level 3 Grant:

- Extend the length of the grant period from five (5) to fifteen (15) years
- During the length of the grant period, the Company would receive a grant equal to 80% of the new taxes paid.

The EDC also requested the Board offer expedited local permitting review at no charge to the Company. The fee for the service was normally \$2,500.

With regards to other potential assistance, Mr. Shelton stated the EDC was working with the Project to pursue a Job Development Grant (JDIG) through the State of North Carolina. The JDIG program typically offered a performance-based, discretionary cash grant directly to new and expanding companies to help offset the cost of locating or expanding a facility in North Carolina.

Mr. Shelton said the EDC asked the State to consider applicable grant programs that could assist with any necessary site or infrastructure improvements to the facility's potential location.

According to Mr. Shelton, the Town of China Grove would be considering an incentive request during their February 1, 2022 meeting.

Mr. Shelton highlighted the model of county revenue based on a 15-year horizon.

Chairman Edds said the community may question the magnitude of the incentive. Chairman Edds explained how the Project would benefit the County not only because of the amount of the Company's investment but because of the 2500 full-time jobs it would bring for the citizens. Chairman Edds said the jobs would offer benefits that included health insurance, retirement plans, paid vacation, etc. From the Board's perspective, Chairman Edds said the County was willing to forego some of the financial benefits to create the jobs for the citizens. Chairman Edds said the companies providing these benefits would put pressure on other companies to provide the same kind of benefits.

Mr. Shelton said the Project would create a huge and positive impact for the Town of China Grove, as well.

Chairman Edds said the County would not be able to secure the Project without the assistance of the State and the Governor. Chairman Edds also expressed appreciation for Senator Carl Ford and Representative Harry Warren for their assistance with the Project.

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

Commissioner Pierce moved to approve the Investment Grant for Project Rabbit, as requested. The motion was seconded by Commissioner Greene and passed unanimously.

4. PUBLIC HEARING FOR Z 09-21: JAYPAL KALAGIRI

Assistant Planning Director Shane Stewart presented the Staff Report for Z 09-21. Mr. Stewart said property owner Jaypal Kalagiri was requesting the rezoning of his 35.5-acre parcel located at the 2100 block of Glover Road from Rural Agricultural (RA) to Rural Agricultural with a Conditional District (CD) to operate an athletic field used for a private cricket club.

Mr. Stewart provided a power point as he discussed the request. Mr. Stewart showed the proposed location and described the property's characteristics.

Mr. Stewart said the property owner had agreed to maintain an undisturbed 40' buffer and whatever was within the buffer would remain. Mr. Stewart noted the buffer was self-imposed by the owner. There would be no lights and the games would be played during the day with no specific hours of operation.

The power point contained slides of various cricket fields of parks used by clubs for cricket.

Based on the report in the agenda packet, the proposed field would be used by a group of private clubs who competed at fields in the Charlotte area. Additionally, 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 appeared 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.

Cricket was known as a popular sport in countries across the world. In comparison to sports played in the United States, cricket was 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 four (4) acres. Game duration depends on the format (number of "overs") but can last from three (3) hours up to seven (7) hours for a single game.

Mr. Stewart discussed the application's conformity with adopted plans.

As to the soil layers in GIS, an approximate five (5) acres along Glover Road consisted of Cecil soil identified as "moderate" meaning the soil is generally considered suitable for septic systems. Conversely, the remaining acreage consisted 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.

Mr. Stewart reviewed the noise levels anticipated from the site.

Letters regarding the public hearing were mailed on January 4, 2022 to twenty-one (21) adjacent property owners (generally within 100' of the subject property). Additionally, signs were posted on the property on January 4, 2022. Notices for the public hearing were published in the Salisbury Post on January 6, 2022 and January 13, 2022.

Mr. Stewart reported that 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.
- 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
- 3. Add security gate at the drive entrance

Statement of Consistency and Reasonableness – "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;
- 3. 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.

Chairman Edds asked if the applicant would like to make any comments and Mr. Kalagiri came forward. Mr. Kalagiri shared his love for the sport of cricket and described how he wanted to create a place for others to play the game. Mr. Kalagiri said he hoped the sport would grow.

Chairman Edds felt cricket would be good for Rowan County and said he looked forward to seeing some games.

Chairman Edds opened the public hearing for Z 09-21 and with no one wishing to address the Board, Chairman Edds closed the public hearing.

Chairman Edds moved to approve the Statement of Consistency and Reasonableness as follows: "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." The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Klusman moved to approve Z 09-21 with the conditions as recommended by Staff above. The motion was seconded by Commissioner Pierce and passed unanimously.

5. FINANCIAL REPORTS

Finance Director James Howden presented several financial graphs depicting the following information:

- Annual Cumulative Expenditure Comparisons as of December in FY 2021-22 \$75,022,908
- Annual Cumulative Revenue Comparisons as of December in FY 2021-22 \$88,480,496
- Annual Cumulative Current Year Property Tax Comparisons as of November in FY 2021-22 \$61,257,962
- Annual Cumulative Sales Tax Comparisons as of September in FY 2021-22 \$8,546,463

6. BUDGET AMENDMENTS

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

- Health Department Align budget for the awarded AA466 Advancing Equity.
 \$39,900
- Register of Deeds Increase in vital record auto issuance statewide had increased both the County's revenue and expenditures. \$6,000

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

7. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 6:56 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC Clerk to the Board

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



Rowan County Board of Commissioners

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MINUTES OF ANNUAL PLANNING WORK SESSION OF THE ROWAN COUNTY BOARD OF COMMISSIONERS January 18, 2022 – 12:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON 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 12:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

Following the introduction of the facilitator, the Board reflected on its accomplishments in the prior year, heard a series of presentations, discussed key projects, and identified key priorities for the coming year.

This meeting summary, prepared by Facilitator Julie Brenman of Fountain Works, with minor edits by the Clerk to the Board, captures the key points of discussion during the retreat.

Prior Year Accomplishments

Each Commissioner reflected on the major accomplishments in the County over the past year. Key accomplishments included:

- Economic Development/EDC
- Strong financial rating of County
- Building upon tax base with lower tax rates
- Prior developments coming back for additional new projects
- The County's economic growth
- Built strong referral relationships in Department of Commerce, EDPNC, CRP
- Relationships with Municipalities/Municipalities setting the pace
- Healthy Rowan Coalition building continued despite pandemic

- The grants to support our Volunteer Fire Departments
- New coalition for Detox Center and Mental Health

HospitalCommunity Care

o PORT o Clinic

Harm ReductionHomelessDoctor

- Appreciation of County workers through COVID built a whole process from scratch
- Our employees hard work through COVID
- Hiring new Health Department and Department of Social Services Directors
- Changing culture in departments
- Signing bonus and salary increase
- COVID responses
 - Mass vaccination
 - Mass testing
- Getting rural broadband up and running in the County
- Improving Environmental Health
- Continued support of the veteran community and new position
- Development study mapped out plan for improvements, but study said the County was already the best they have seen
- Agricultural Center work at West End Plaza
- Public Health plans to move to West End Plaza
- Animal Control (new facility Dog Adoption Center)/good work continuing
- Airport/ Development of Airport
- Upgrades of Parks
- Board has different views at times, but has always been able to get things done
- Stronger working relationship with each other on the Commission

Budget and Financial Update

Aaron Church, County Manager, with support from James Howden, Finance Director, provided an update on the budget and financial status of the County.

General information

- Total fund balance is \$73 million very healthy and up over the last 10 years
- Unrestricted fund balance is \$28.7 million
- Audit wrapping up in next months
- Net income is higher than the past due to influx in COVID money, as well as reduction in spending due to concerns for COVID
- Sales tax will exceed projections. 2023 expect slight increase as a conservative, preliminary estimate
- Fast food restaurants and others are paying employees much more up to \$20 per hour. There are labor shortages with implications for the County.

Inflation

- Now the highest it has been since 1982 and at 7% so far in 2021; prices continue to increase.
- In October social security increase of 5.9% COLA announced highest in years.
- Budget will recommend a COLA between 6% and 15%, which is unprecedented in recent years. This would include pay increases for employees in order to remain competitive.
- This recommendation will be based on factual projections
- Cost between \$3 million and \$7.5 million
- At minimum, anticipate budgeting a 15% increase on all goods and services

Revaluation

Have not done a revaluation of property in 3 years. The coming year is not a revaluation year; we will do revaluation that will impact FY 2024. Will start the revaluation process after July.

Conservatively, we think there might be a \$20 million increase in revenue

from the revaluation in FY 2024.

Rowan County						
Property Tax Valuation & Revenu	e					
Projections - FY22, FY23, FY24	-		1			
	L	FY 2022	L	FY 2023	(Re	FY 2024 waluation Year)
Valuation		13,910,000,000		14,015,287,947		17,263,956,902
Increase			H	105,287,947		3,248,668,955
Tax Rate (per 100)	Ħ	0.6575	Ħ	0.6575		0.6575
Collection Rate (Estimate)		96.50%		97.00%		97.00%
Revenue	\$	88,257,211	\$	89,386,003	5	110,105,201
Increase			\$	1,128,791	\$	20,719,198

Bond Referendum for Rowan Cabarrus Community College

Voters approved bond several years ago, but has been delayed. When voters approved, they voted for a tax increase. \$40 million bond = \$3.9 million annual debt service

Questions from Commissioners:

Can we still do the project for the \$40 million that was approved? What do we do if the project will cost more? Perhaps we need to have a conversation with the community college about what they can do within the \$40 million range. May as well start having the conversation now. Chairman Edds and Vice Chair Greene meet with them regularly. They have not asked for more money and realize the \$40 million as the amount that is allocated. Will be sure to raise the topic with them.

Net Budget Outlook:

Inflation COLA/goods and services = \$10 million plus potential bond debt = Possible \$13.9 million increase to budget this year without guarantee of revaluation May require a tax increase to cover bond and inflation cost Next fiscal year, it may be possible to issue the bonds with a tax cut due to revaluation

COVID-19 Funding- CARES Act funding has been spent as shown in pie chart.



AMERICAN RESCUE PLAN ACT (ARPA)

\$27.6 million in ARPA funds have been budgeted. Approximately \$5 million has been spent, leaving about \$22.6 million unspent. Originally the entire amount was restricted; County was recently told \$10 million of the balance can be spent with very few restrictions. This means that there is \$12.6 million in restricted funds remaining. Restrictions are largely related to COVID – mental health, health, broadband providers. Does the Board want to provide guidance on how to spend balance – restricted and unrestricted?

GRANT ADMINISTRATION

With all the grants in economic development, the County is spending money with engineering firms to manage the grants. Using four different companies to administer grants – in FY 2022, will spend about \$87 thousand. With all the grants the County has in the budget, and with the recent hiring of the state and federal lobbyists, the County could hire a full-time grant administrator to manage these grants (not a grant writer). May be easier and more efficient to have a full time grant administrator than to have to manage several firms. Likely need to budget \$90-100k per year. The grants stipulate that there is funding in the grant to pay for administration, so this is not a request for new funding. This is a specialized position that requires experience. The County cannot train someone; needs someone that can guide the County to ensure it is following the rules and regulations. Typically, one person can administer 10-15 grants at once.

Feedback and comments: Prefer to discuss at budget time. There are other grants that require administrators in order to receive the funding. Some of the municipalities are also getting grants. It was suggested to partner with the municipalities on the position. The municipalities have less capacity to administer the grants. Maybe the County can start pursuing the position but it will take some time to fill the position.

Economic Development Updates

Rod Crider, President and CEO, and Scott Shelton, Vice President of the Rowan Economic Development Commission (EDC) presented an update on economic

development. The focus was on providing high-performance, high-quality service delivery.

The public-private partnership model is flourishing. Pledges to date: \$1,410,800 in cash and in-kind investment. Private sector has strong interest in economic development.

Forward Rowan is getting results

- √ Created 1,010 jobs
- √ \$127 million investment
- $\sqrt{$38,055}$ average wages



Targeted economic growth

- Working with existing business is top priority; established the Rowan County Manufacturing Network
- Expand Rowan is supporting existing business retention and expansion
- Project activity has exploded: more leads, and qualifying leads almost double across the board (156 leads, 124 qualifying leads, 15 company visits). Have several large projects under consideration (Total pipeline potential: 4034 jobs, \$2.6 billion capex)
- Site readiness initiatives completing Duke Energy and ElectriCities to prepare more sites.
- Exploding activity across the County, especially around I-85 exits

Talent Attraction and Development

- Launched new Work in Rowan job portal
- Customized hiring assistance to employers
- Deployed new research tools that provide real time data on job demand and skills gaps
- Continued education roadshows to expose educators to hiring challenges and dynamics with local companies
- Conducted and economic opportunity analysis
- Continued participating with workforce development
- Meeting the needs of local employers
- "Work in Rowan Wednesday" highlight employers that are hiring

Promote Rowan As An Attractive Location

 Working on marketing to include attraction of talent. Rowan County needs the employees to fill the coming jobs. The EDC feels there is a compelling story about why they should locate in Rowan

- Accomplished marketing campaign last year; the EDC hired a new marketing manager
- Increased our visibility
- Rowan ranked #7 for food processing in the nation. Attract more food processing and value-added agriculture companies.
- Suddenly Smaller Can Be Better Campaign

Feedback and comments:

- Would like to link job portal on the County's website.
- Education roadshow So important to coordinate and tie education into the process
 - We are seeing that most of the higher skilled hires are coming from outside of the county. Would like our education leaders to provide the skills necessary so Rowan folks are qualified to be hired for the middle and higher paying jobs at the companies we are recruiting. Want our educators to see the skills needed for the higher paying jobs
 - Companies are willing to pay for training for promising employees.
 Interested in learning how many employers offer training up front.
- Creating Agricultural Center at West End Plaza (WEP) a good opportunity to partner with the emphasis on Agribusiness
- We see all of the quality work and relevance of the outcomes. Also appreciate
 the impressive work that goes into the effort to have such good outcomes for the
 County's economic development.
- Would like to encourage companies to provide childcare. One of our large companies has been thinking about childcare on site. They will be able to compete on culture and not on compensation alone. Childcare would be a way to invest in employees.
- What are some of the strong incentives you have seen employers offer: flexibility
 in work environment, employees are valued, recognized as making an impact,
 remote work, opportunities in organization, childcare. Healthcare and 401k are
 always a consideration.

Chairman Edds called for a break at 2:24 p.m.

Chairman Edds reconvened the meeting at 2:40 p.m.

Rowan County Detox & Facility-Based Crisis Center

A team has been working on documenting the need and pursuing the creation of a Detox and Crisis Center. The group is seeking support of a new Rowan County Crisis Center. The request is for bricks and mortar only. The overarching goal is to have a one stop shop, provide a safety net and reduce costs. The team of presenters included:

- Jenny Lee, Executive Director, Rowan County United Way
- Desiree Dunston, Sr. Director of Professional & Support Services and Dr. Venkata Chivukula, Novant Health Rowan Medical Center
- Alyssa Harris, Director, Rowan County Public Health

- 0Micah Ennis, Director, Rowan County Department of Social Services
- LaTanya Hardy, CEO/Executive Director, S&H Youth and Adult Services

In 2018, several groups came together to do a community wide health and human services needs assessment. Most pressing needs identified were: Mental health; Substance abuse; Healthy lifestyle behaviors. In 2019, United Way earmarked \$100,000 for seed money for a detoxification facility. This got put on hold due to the COVID-19 Pandemic.

In December 2021, began the planning phase. Applied for grant funds to support a consultant to provide site assessment, feasibility study and plan development for a Detox and Facility-Based Crisis Center through the City of Salisbury HOME-ARP Funds. Pending decision but staff has recommended the grant to be approved. The team is working with Vidant health hand-in-hand. Mental health issues have shifted a lot of costs to jail and triage systems. It impacts homelessness, emergency departments.

The need and benefits

- o Need to provide services to patients in our community.
- Will improve the health of families. Will help employers. Will help community thrive.
- Seeing increase in anxiety, depression across much of population. Some of this came from sheltering and isolation due to pandemic. Students have been impacted because of virtual school. In turn, saw an increase in substance use. More opioid use. Have seen this directly impacting emergency department and hospital. Increasing re-admissions and relapse.
- Want to create something so patients do not fall through the cracks. Detox center will help the patients that need help to decrease stress.
- All emergency departments are being overloaded. Detox center will decrease stress on hospital.
- Substance abuse is one of top priorities for community. Solutions do not happen overnight. Impacts economic development in county.
- Support families by preventing future addiction; trying to break cycle of abuse.
- Engage in harm reduction by distributing Narcan
- Work with justice involved populations
- We are experiencing a behavioral health pandemic
- The referrals exceed our capacity to serve individuals in need (served 35 of 128 referrals)
- We have seen success: sobriety plus housing and employment

Increase access to treatment.

- In 2021, Rowan County had 755 overdoses and 58 fatalities resulting from substance use.
 - In 2020, we had 626 overdoses and 36 fatalities. This problem continues to worsen due to COVID-19 and other mitigating factors. (This was double 2019)

- Per the State of North Carolina, we are considered in the highest category for overdose deaths with our rate of 47.2 per 100,000 vs. the State's 28.4
- Problem is continuing to worsen
- 43 deaths 2018 51 deaths 2019 67 deaths 2020 58 deaths 2021
- Overdose is the leading cause of death among individuals ages 25 49.
 Demographics of overdose deaths are overwhelmingly white and male.
- In September 2021, there were 28 known suicides or suicide attempts in Rowan involving mental health and drug abuse.
- Substance use is a public health crisis leading to a community that is facing a number of growing concerns. If we are to be a healthy and vibrant community that welcomes new businesses and economic development opportunities, we must consider what needs to be done to solve the growing health concerns.
- Rowan County currently has Hepatitis C and Hepatis A outbreaks that are connected to substance use.
- In 2019, Hepatitis C rate was 2.8 it has more than doubled to 5.6 per 100,000.
- Programs like the proposed Detox and Crisis Center, alongside initiatives like PORT, will help us turn the tide on substance use in the community. Substance use is generational and the trauma that exists will be perpetuated if we do not bring a community solution to the table.

Substance use disorders are contributing factors to:

- Financial and food insecurity for some families
- Self-neglect or caretaker neglect of adults who are elderly and/or disabled
- Children and youth entering foster care because of neglect and/or abuse
- Difficulties keeping youth in foster care safe as a result of their own substance use

The Proposal

We each feel the urgency for a Detox and Crisis Center. We want to save money by diverting people from emergency departments, jail, etc. Want to create a community based, collaborative center. Less costly and promotes a healthier Rowan County. We want to do the back-end work to prepare a healthy workforce for the County.

- This committee is asking for the Board of Commissioners to consider approving the allocation of \$15 million from the ARP Funds to support the purchase and/or construction of the Crisis Center. Not asking for service delivery. We will continue to work as a committee to ensure we bring the best facility that will generate long term strategies for change.
- This is a coordinated investment in services to protect Rowan County citizens and reduce safety net costs. We have several letters of support from throughout the community.

Feedback and comments from Commissioners:

- Can we use the opioid funds instead of ARPA funds? Need to clarify, but think the opioid funds are for service delivery.
- This will be two separate buildings. Medicare does not allow adult and adolescents to be served in same unit.

- Do not have land yet but would hire a consultant to help do site assessment.
 Best case scenario, the diversion program would be close to the hospital.
 - Rowan Medical Center has a piece of land they will consider using. Will discuss with leadership.
- Where would operating costs come from?
 - Would come from an array of different insurance groups. Ideally, would like building to be County-owned. Service provider would be sought through an RFP. Want to have facility not turn away anyone based on ability to pay.
- Would like to present updates as planning is refined and have more information.
- Would like a consultant to do a feasibility study to understand what would be appropriate in Rowan County.
 - o This would be smaller than the Billingsley Facility in Mecklenburg County.
 - Does the State of NC decide on number of beds? No, it would be locally decided, but with input from Vidant and the consultant we would hire.
- This is a huge project. \$15 million in construction alone, let alone the ongoing expense to operate it. It is a bit overwhelming. Committee does not anticipate the operating costs would be borne by the County. The Managed Care Organization (MCO) operator would be responsible for operations.
 - Will be a public-private partnership. Will seek funds from philanthropic community. Hope there can be support for the uninsured.
- Would like to do the assessment because this is what our families need.
- Why is Novant not doing this if there is a community need? If the market is there, why are private providers not coming in to meet the need?
 - NC is under mental health transformation. It is focused on outcomes.
 Recognize that we have better outcomes for patients if physical and behavioral health work together.
 - They do not detox patients unless there is a physical health concern. Medicaid/indigent patients must be served by people in the network and the network has been closed. There are licensing requirements from the State. A lot of the insurers are moving toward outpatient services. This is not a hospital's core competency – they take care of medical needs. These patients do get hospitalized, but once the acute issue is addressed, they are referred out to the community.
 - Only taking care of 10% of a patient's health needs when they are in the hospital. There are all sorts of other social determinants of health that contribute to their health (housing, nutrition, education, etc.) We need to start reaching individuals at a young age.
 - Novant knows it will not get reimbursed for addressing social determinants of health, but realizes they need to help people with that for better overall health outcomes.
 - This is not just the poor that are impacted. The insured are also impacted.
 There is also growing geriatric addiction.
- Why are Rowan County citizens so much more likely (1.6x) to experience these issues?

- Location on I-85 makes Rowan more prone to crime and drug issues. Childhood trauma contributes to repeat or intergenerational addiction. Excessive opioid prescriptions. Persistent poverty, housing needs, jail recidivism. Pandemic has exacerbated issues. We have many health outcomes that are worse than our neighbors. Bottom line is we don't know what it is about Rowan that is causing the excessive problem here. Crisis Center proposal is a place where we can stop that cycle.
- The Commissioners recognize the need, but not sure the Board can set aside \$15 million for project without understanding the feasibility. This is an interesting discussion. We would like to be a part of the discussion, but not sure where discussion goes from here. We do have a part to play. Not sure if it is \$15 million, but we do have a part. Don't want to only look at new buildings. We have many pressing needs.
 - Looking to State to support the project as well.
 - Seeking high level partnership. We are all in this together.

Quick Response Vehicle for South Rowan

Commissioner Caskey shared that there have been some response time issues in the southwest part of county. Takes a lot of time to get paramedics and their equipment. A quick response vehicle would allow for more rapid response until the paramedic and ambulance can arrive.

Commissioner Caskey will work county staff and will present to the Board in February.

Airport and Transit

Valerie Steele, Airport and Transit Director presented updates on the Airport expansion and on the use of transit to transport

dialysis patients.

Airport Expansion is being planned

- Corporate
- 15,000 square feet w/office
- Public Safety/Helicopter
- 15,000 square feet w/office and sleeping quarters
- Novant
- Incident Command
- Box hangar
- Potential to Relocate aircraft from the "community" hangar



North Carolina General Assembly's Joint Conference Committee Report on the Current Operations Appropriations Act of 2021, Senate Bill 105, November 15, 2021 (Senator Carl Ford and Representative Harry Warren) allocated funds for the airport expansion.

- NCDOT in the process of determining how the General Assembly intends for the funds to be disbursed and accounted for.
- Legislatively directed grants are managed differently than State Aid. Not yet officially designated in senate bill can advocate for that

Transit: Goal Achieved

There is no longer a waitlist for dialysis transportation

- All on list offered two days of transport
- Waiting since beginning of 2019
- Added 2nd day for all current clients
- Additional clients can be immediately accommodated

Clients have been very grateful. Appreciation to the Board for decision to support dialysis patients.

West End Plaza

Bob Lauer, Architect for West End Plaza provided an update on the work:

- Sent renderings over for attorney to review and updated schedule
- At about 70% design development; anticipate 100% by late February

At that time will have a cost estimate and a set of drawings to review.

Will begin construction documents immediately thereafter.

- Anticipate 50% set of construction documents to review by late March.
- Anticipate 90% construction documents to be done by end of April; will do another round of cost estimating by then.
- Comprehensive cost estimate by end of May.
- 100% construction documents done by June and ready to submit for permitting.
- Advertise in July; receive bids in August anticipate construction to be at least 12 months.

Space study for public health is also coming along. Have had preliminary meetings to understand their needs.

Commissioner Comments:

There have been many changes since the Health Department moved to its current location, including an opioid epidemic and the COVID-19 Pandemic. The space needs study is called for.

Veterans Social Center

Mr. Kenneth Hardin (https://hardingroupllc.com/) from The High Road, Inc. shared a proposal for The Veterans Social Center. Ten years ago, The High Road, Inc. sponsored a literacy program for third through fifth graders at West End Plaza and the program was successful with community support. The High Road is an advocacy group that fights for the underserved and received its nonprofit status last year. In the past, they have sponsored families, provided food, and helped entrepreneurs. They have three (3) veterans on the board of directors, which inspired this proposal. The Veterans

Social Center is not trying to reinvent the wheel but will complement existing programs. They envision creating a place for veterans to be with other veterans, engage in camaraderie, entertainment, and help provide access to other services. The need for veteran services includes:

- 41 percent of veterans have a mental illness
- PTSD, depression, and traumatic brain Injuries are most common concerns
- 22 veterans commit suicide every day
- More than 20% of veterans also suffer from an addiction
- Less than 50% of returning veterans in need receive mental health treatment

Our commitment is to provide a safe, welcoming, and relaxed atmosphere and environment full of brotherhood, sisterhood, and acceptance. They envision a space that is free of charge without membership fees. Emphasis will be placed on encouraging veterans from wars and conflicts to come and use the facility and provide referral to other agencies. They want to make sure female veterans feel welcome as well.

Anticipated features/layout of the center include:

- One pool table and one ping pong table
- Chess / Checker Boards
- Two video games stations (Xbox and PlayStation)
- Seating and social conversation area in the front
- TV viewing area in the rear
- Information brochure area in the rear
- Military item vendors in the rear (Booth rental)
- Storage area for dispensing free toiletries in the middle
- Free coffee and pastries
- Candy, soda, and heavier microwaveable food items for sale

Seek approval from the County Commission and want to move into an available space in the West End Plaza. Not seeking financial or labor support, but ongoing commitment and support from the Commissioners.

Feedback from Commissioners:

- Commissioners have already authorized a study of West End Plaza for moving the Health Department into the building. Want to make sure that the facility does not interfere with the space plans. Looking at the old Tsunami space, which is far from where the Health Department anticipates going, but if necessary, would move.
- Mental Health is important and appreciate that this center will help connect veterans to services. There is a connection between mental health and homelessness for veterans. Could see benefit in providing outreach to the homeless veterans to come to the center. The social center will be less threatening than other services.
- The Veteran Social Center sounds like it will be an all-encompassing place.
 Would like to make sure it has adequate staffing and wonder what the budget will

be. There are a lot of volunteers willing to work with the organization. Have generous donors and a grant writer.

Motion

Commissioner Pierce moved that High Road, Inc. be provided a facility at West End Plaza at no charge. The motion was seconded by Commissioner Klusman and passed unanimously. The Board directed the County Manager to enter into a standard lease with insurance requirements.

Permitting and Inspections

Randy Cress, Assistant County Manager/CIO shared an update on the permitting and inspections work.

- Software update was completed by Thanksgiving. Now working with new version. Environmental Health onboarded. Public access to citizens self-service portal is continuing. Staff are still taking phone calls but allowing for portal to be used as well. Have a new project manager that has been key and valuable.
- Electronic plan review started working on hardware and software, moving forward.
- Looking at fee review to simplify the structure.
- Looking at ordinance changes; some have not been updated since 1976
- There have been requests for staffing based on workload; if we make the requests, want the fees to cover their cost.
- Environmental Health is not moving organizationally the online presence is being simplified for customers.
- Buy-in is going well amongst staff.
- Food and lodging inspections going well.

Broadband

Randy Cress, Assistant County Manager/CIO shared an update on the status of Broadband expansion.

- Putting in strong effort. Deployed in December.
- Encountering some issues with getting a signal. Replacing equipment.
- Have a pilot customer.
- Requested service on West Branch Library

Feedback and Questions from Commissioners

- Can we use some ARPA funds for broadband?
 - State budget passed that says we can use ARPA funds to assist with broadband deployment. The State is running GREAT Grants The internet service provider would be the one applying for the grant. There is a big focus on going after uncovered areas. Sounds like efforts may be more in far east and west.
 - CAB fund completing access to broadband. County would commit 1/3 funding/ State commits 1/3 funding/ whoever is awarded the RFP will pay the 1/3. State will run RFP.

- Looking at fiber rollout (not wireless) so will be costly
- We also can take ARPA funds on our own, but it would mean we cannot use other state funds.
- Big thing is looking at potential that we can use ARPA funds for broadband.
- Should we deploy wired broadband if wireless works and is cheaper?
 - Might be a bad choice? If we do that, it is not a costly decision. Rowan will not be only county looking at options. How do we get providers to do work in Rowan?
 - Anything we can do we should do it. It is not county money. It is ARPA funding. If we go thru the State, it is only 1/3 funding.
- Recommend we look at the providers and what they are interested in. Where else do we need to move to that we are not in progress already.

Priorities for 2022-23

The Board was asked to reflect on the presentations they heard and identify their top priorities for the coming fiscal year. The following items were identified:

- √ Vets support Veterans and Veteran Social Center
- √ Jets continue progress at Airport
- √ Pets continue good work at Animal Shelter
- √ West End Plaza
- √ Crisis Center (Understand the "donut hole" of those not served)
- √ Employee Benefits and Culture
 - Explore a 2% salary supplement for Veterans
 - Explore YMCA membership
- √ Maintain focus on community safety
- √ Make progress on bond projects for Community College
- √ Engage in conversations with schools to ensure effective communication.
- √ Help Municipalities coordinate projects (e.g. growth impact, utilities, housing)
- √ Future of High Rock Lake

ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 5:14 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

This meeting summary, prepared by Facilitator Julie Brenman, with minor edits by the Clerk to the Board, are hereby submitted as the minutes of the Planning Work Session.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC Clerk to the Board

Greg Edds, Chairman Jim Greene, Vice- Chairman Mike Caskey Judy Klusman Craig Pierce Aaron Church, County Manager Carolyn Barger, Clerk to the Board John W. Dees, II, County Attorney



Rowan County Board of Commissioners

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

MINUTES OF THE SPECIAL VIRTUAL MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

January 27, 2022 – 2:00 PM

Participating Remotely:

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

Also participating remotely was County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, and Finance Director James Howden.

Chairman Edds convened the meeting at 2:07 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER APPROVAL OF THE AGENDA

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

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Authorize the Application of the FY2022 NC Governor's Crime Commission Local Enforcement Block Grant Application
- B. Authorize the Library to Apply for an Adaptive Technology Grant
- C. Schedule Public Hearing for February 21, 2022 to Close Out the CDBG-ED18-E 3052 Grant

<u>2. ADJOURNMENT</u>
There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 2:11 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: Don Bringle DATE: 2/7/2022

SUBJECT: Prayer Tent West End Plaza

Pray Rowan would like to set up a prayer tent in the parking lot of West End Plaza for a few hours on Saturday, March 5, 2022. This idea is for anyone needing/wanting prayer, they can stop by the tent. If approved by BOC, application process, insurance, etc. will follow.

ATTACHMENTS:

DescriptionUpload DateTypePrayer Tent WEP Parking Lot1/11/2022Cover Memo

From: Baucom, Andrea R.

Sent: Monday, January 10, 2022 3:07 PM

To: Bringle, Don E < Don.Bringle@rowancountync.gov>

Subject: FW: Prayer Tent @ West End Plaza

Can you get this on the commissioners agenda?

From: Tonya Skelly < hvns.sake@gmail.com>
Sent: Monday, January 10, 2022 11:23 AM

To: Baucom, Andrea R. <Andrea.Baucom@rowancountync.gov>; Greg Skelly <gsskelly@gmail.com>

Subject: Prayer Tent @ West End Plaza

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

Hi Andrea,

It was great speaking with you this morning. As we spoke about, Pray Rowan would like to set up a Prayer Tent in the parking lot of West End Plaza for a few hours on Saturday,

March 5th. The idea is for anyone needing/wanting prayer. they can just stop by the tent.

So many people feel hopeless...we'd love to meet them where they are and pray with them. It is our greatest resource!

Please know that we're not selling anything and we won't be serving food.

We would like to be near K & W or the parking lot close to Bojangles so as to be visible to those at the drive thru, those going to the mall or those cutting through. Near an "island" might be ideal for safety.

Please let me know if I've missed anything or more information is needed.

Thank you!

--

In His grip and grace!

Tonya Skelly

www.prayecclesia.com

843.991.4142 <*(}})><

Romans 10:9If you declare with your mouth, "Jesus is Lord," and believe in your heart that God raised him from the dead, you will be saved.

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: 01-14-22

SUBJECT: Request to Accept Available Grant Funds from the NC Governor's Crime Commission

NC Governor's Crime Commission has notified RCSO that the funds for Project #PROJ014855 have been approved, and the funds need to be electronically accepted by County Manager Aaron Church. Once funds have been accepted, they will send the funds electronically to Rowan County.

Approve permission for the funds to be accepted from the NC Governor's Crime Commission.

ATTACHMENTS:

Description	Upload Date	Туре
Original Memo requesting permission to apply for grant	1/14/2022	Backup Material
Commission Meeting Minutes from January 19, 2021	1/14/2022	Backup Material
Notification of Grant Approval from NC Governor's Crime Commission	1/14/2022	Backup Material
Copy of Budget Amendment in MUNIS to recognize & budget funds for grant	1/14/2022	Backup Material



ROWAN COUNTY SHERIFF'S OFFICE KEVIN L. AUTEN, SHERIFF

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

MEMORANDUM

TO: Aaron Church, County Manager

FROM: Sheriff Kevin Auten

REF: FY2021 NC Governor's Crime Commission Local Law Enforcement Block Grant

DATE: January 6, 2021

The Rowan County Sheriff's Office has been notified that there is a Local Law Enforcement Block Grant available for our office to make an application for. The grant is for a one-time maximum amount of \$24,500 for various types of law enforcement related equipment, and the grant is paid to the county via reimbursement after the equipment has been purchased. This grant **does not** require any matching funds from Rowan County. The application is due January 31, 2021, but the awards are for the period of October 1, 2021 until September 31, 2022. The Rowan County Sheriff's Office would like to request equipment that we feel will promote the safety of our Deputies in the daily challenges that they face.

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

- 1.) A "Tactical Throw Phone" system that would be used in situations such as a barricaded suspect, or a suspect holding a hostage, and there is no way to communicate with the suspect to hopefully diffuse the situation without having to use deadly force. This equipment could prevent serious injury or death to innocent victims, Deputies trying to bring the suspect under control, and to the suspect who has by their actions required law enforcement to respond. The system includes a military grade phone in a protective box that can be thrown into a structure, a standalone negotiator console with headsets, a built-in room monitor speaker, and a digital recorder for recording all of the conversations with the suspect, along with any activity captured by the room monitor speaker. The system also includes 50 feet of cut resistant cable and 1000 feet of communications cable. The standalone system is priced at \$4,000.
- 2.) Rugged Push Bumpers with fender wraps, headlight coverage, and with 4 mounted lights that would be mounted on patrol vehicles used by Deputies who answer calls for service throughout Rowan County. The deer population in our county is high, and continues to be a hazard to our Deputies who answers calls for service 24 hours a day, especially during the night time hours. The RCSO has suffered damage to several patrol vehicles requiring costly repairs, and with each crash there is the chance that the Deputy could loose control of the vehicle, causing serious personal injury to the Deputy and/or a third party. The danger of a serious injury to the Deputy who strikes a deer is always high. The RCSO did recently outfit a patrol vehicle with rugged push bumpers, and it did strike a deer while the Deputy was responding to the call, but the damage to the patrol vehicle was less than \$50. In an effort to reduce costly vehicle repairs and make Deputies responding to calls much safer from being involved in a serious accident, the RCSO proposes to

spend \$20,500 of the grant funds to purchase 14 of the rugged push bumper with the fender wraps, headlight coverage, and 4 mounted lights.

This memorandum is to request that this matter be placed on the consent agenda for approval.

cc: Chief Deputy David Ramsey
Major C. A. Moose
Major J. C. Sifford
Captain G. L. Hannold
Jim Howden, Finance Director
file

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
January 19, 2021 – 6:00 PM
J. NEWTON COHEN, SR. ROOM
J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

Absent: Mike Caskey, Member

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, Assistant County Manager/CIO Randy Cress and Finance Director James Howden were also present and/or participating remotely.

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

Chairman Edds added a request from the Economic Development Commission to schedule a public hearing for February 1, 2021 to consider "Project Popcorn." The request was added to the Consent Agenda as Item K.

Chairman Edds added two (2) documents (HDR Master Contract and Task Order #20) from Finance Director James Howden to existing Consent Agenda Item J (Landfill Engineering Services).

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the agenda as amended passed unanimously (4-0).

Equal Opportunity Employer

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the January 4, 2021 Commission Meeting passed unanimously (4-0).

1. CONSIDER APPROVAL OF CONSENT AGENDA

Commissioner Klusman moved approval of the Consent Agenda as amended. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

The Consent Agenda consisted of the following:

- A. Ratify Z 07-20: Mitch Wilson
- B. Ratify Z 05-20: Steinman Storage
- C. Ratify Z 06-20: Nengtou Vue
- D. FY 2021 Governor's Crime Commission Local Law Enforcement Block Grant
- E. Piedmont Skydiving: Request to Modify Structure Type
- F. Grant Authorization Request
- G. Nature Center FY21 Grant
- H. Revised Catawba College Parking Lot Lease at West End Plaza
- I. Crossnore School & Children's Home Foster Care Services
- J. Landfill Engineering Services (additional documents were added to this agenda item during Additions to the Agenda and are hereto attached to the minutes for the record)
- K. Schedule a Public Hearing for February 1, 2021 to Consider "Project Popcorn" (addition to the Consent Agenda)

2. PUBLIC COMMENT PERIOD

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

3. ANIMAL SERVICES – PUBLIC HEARING FOR PROPOSED CHANGES TO ROWAN COUNTY ORDINANCES CHAPTER 5 SECTION 5-46

Bob Pendergrass, Director of Animal Services, said based on citizen complaints to the Department and also to a Commissioner, staff was tasked with looking into an issue it had never dealt with. Mr. Pendergrass said staff learned people were feeding whole animal carcasses to their domestic animals in the public's view and the County had no ordinance granting authority to address the issue.

Mr. Pendergrass said staff had spoken with the North Carolina Wildlife Resources Commission and the North Carolina Sporting Dog Association to get a hunting perspective on the matter.

Mr. Pendergrass mentioned it would be up to the Board as to whether it wanted to impose a penalty for the issue.

Mr. Pendergrass submitted the proposed text amendment in the agenda packet to add language to Chapter 5, Animals, Section 5-46, as follows:

(e) It shall be unlawful to intentionally feed whole animal carcasses to domesticated animals in public view.

Mr. Pendergrass explained if the Board wanted to add a penalty for the issue, it typically started with a minimal fine, increasing with each infraction thereafter. Mr. Pendergrass said the first goal was to educate people before imposing fines. Mr. Pendergrass said staff had the option of writing a citation and taking the matter to court; however, he felt it best to establish fines in the beginning.

Commissioner Greene asked County Attorney Jay Dees whether it would circumvent the proposed text if someone were to remove a section of the dead animal to avoid the animal carcass being considered as "whole". Mr. Dees felt the intent of the provisions was to get the dead carcass out of the front yard and out of visibility of public view. Mr. Dees said the text was not intended to change the custom and practice of how farmers feed their animals but rather he thought it was designed to get the feeding out of the front yard that were viewable to the public.

Mr. Pendergrass confirmed the statement by Mr. Dees was the intention of the language.

Commissioner Pierce said the language was not intended to be intrusive to people who hunt, etc. but to encourage people to be good neighbors and not feed large animal carcasses to dogs in their front yard.

Mr. Pendergrass said the situation was the first for this type of complaint. The issue occurred in a neighborhood with small acreage with other homes. There was no homeowners association in the neighborhood and no recourse to address the matter.

Commissioner Pierce said a meeting was held at the Animal Services office to hear the neighbors' complaints. It was learned the individual causing the situation was not the property owner and Mr. Pendergrass was to speak with the property owner to see if she could intervene in the situation. Mr. Pendergrass said the situation had not happened again but he had not received a response from the owner.

Chairman Edds opened the public hearing to receive citizen input regarding the proposed text amendment. The following individuals addressed the Board and/or submitted written comments on the matter:

 David Childers, 7391 Blackwelder Road, Salisbury, NC submitted written comments in advance of the hearing. Mr. Childers felt the proposed regulation was unnecessary. With no one else wishing to address the Board, Chairman Edds closed the public hearing.

After a brief discussion, the Board was favorable to table the issue until mid-February.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to table the issue to mid-February passed unanimously (4-0). Commissioner Klusman had left the room and was therefore recorded in the affirmative.

4. REVIEW IMPLEMENTATION TIMIELINE FOR MATRIX PLANNING AND DEVELOPMENT STUDY

Using a power point, Assistant County Manager/CIO Randy Cress presented a timeline for implementation of the tasks from the Matrix Study that was received following their findings in April 2020 and the follow-up presentation in September 2020.

Mr. Cress provided a recap of the Matrix Study Project Scope Review as follows:

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

Mr. Cress highlighted the task list in the agenda packet. Mr. Cress said he would be working with the departments for implementation alignment and engage the department stakeholders for collaboration. Mr. Cress briefly mentioned the fiscal year budget alignment for the tasks.

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

Technology Task Highlights Online Portal for all things Development and Permitting

- 1st Phase: Review of status of existing building permits Beginning mid-February – CHANGE
- 2nd Phase: Place initial popular building inspection permits online Next 3 months – NEW
- Reviewing online payment processes New
- Evaluating Fire Inspections needs for FY 21 recommendation (Software Transition) – CHANGE

Electronic Plan Review

Evaluating software and hardware needs for FY 21 recommendation – NEW

Centralized development review (hub) that acts as a digital one stop shop (Short term)

Staffing Related Task Highlights

- Immediate position modifications completed:
 - o Erosion Control Specialist Planning
 - o Environmental Health Position Changes
- Budget related Position tasks:
 - o Fire Inspections/Building Inspections Staffing levels
 - Environmental Health Career Progression
 - Planning Department Recommendations

Process Improvement Task Highlights

- Reduce or eliminate unnecessary processes in citizen workflow
- Recommend fee schedule across all departments providing services
 - Adopt a technology fee to add to development review and permitting fees to account for software and technology upgrades
- Create and implement a special event application and permit
- · Maintain current departments and Director positions

What to expect next...

- Collaborative effort across departments involved
 - o Expansion of capabilities of our software platform
 - o Onboarding and migration from other department-specific platforms
 - Movement from paper-based to electronic processes (internal/public)
- Budgetary items for FY21 will include:
 - o Staffing recommendations based on current needs and Matrix findings
 - o Hardware/Software costs to continue move to a unified platform
 - Fee review and staff recommendations

The information was presented with a request to accept the timeline as proposed and to allow work to continue through the proposed tasks. No budgetary items were requested. All budgetary considerations would fall within standard fiscal year cycles unless a situation warranted immediate action during the implementation process.

Chairman Edds asked if the implementation involved working with any municipalities and their processes. Mr. Cress responded there were internal processes Rowan County needed to work through first; however, the County could work with any municipalities as other issues were identified.

In response to an inquiry from Commissioner Greene, Mr. Cress discussed how the platform allowed for expansions and tracking. Mr. Cress also confirmed how permits could be viewed in the system once they were entered.

Chairman Edds emphasized that having a consistent, predictable and efficient process was so important to developers, whether residential or commercial. Chairman Edds said the County had great staff; however, the connections between the departments

was not currently as fluid as it could be. Chairman Edds said he looked forward to Rowan County utilizing technology that would take the guess work out of the process.

In closing, Chairman Edds praised Mr. Cress and thanked him for seeing the County through the burden that had been placed on him with the technology. Chairman Edds reassured Mr. Cress of the Board's confidence in him to move the County forward "into the next century."

4. FINANCIAL REPORTS

Finance Director James Howden presented several financial graphs depicting the following information:

- Annual Cumulative Expenditure Comparisons as of December in FY '21 -\$74,529,148
- Annual Cumulative Revenue Comparisons as of December in FY '21 -\$84,277,884
- Annual Cumulative Current Year Property Tax Comparisons as of November in FY '21 – \$59,761,902
- Annual Cumulative Sales Tax Comparisons as of September in FY '21 -\$7,570,930

6. CONSIDER APPROVAL OF BUDGET AMENDMENTS

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

- Finance Budget the FY20 Homeland Security Grant awarded to Rowan County for the purchase of a prime mover. This award was approved by the Board on October 19, 2020. \$60,000
- Sheriff Recognize excess revenue from State Asset Forfeiture and transfer funds to Technology-Service and Maintenance Account to allow payment of Invoices, \$4,326
- Finance Budget the FY21 Natural and Cultural Resources Grant awarded to Rowan County Nature Center. \$60,000

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Greene and passed unanimously (4-0). Commissioner Klusman had left the room and was therefore counted in the affirmative.

7. CLOSED SESSION

Chairman Edds moved at 6:45 p.m. for the Board to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Sessions held on September 8, 2020, September 21, 2020, October 19, 2020 and November 16, 2020; and North Carolina General Statute 143-318.11(a)(5) to consider real estate negotiations. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to return to Open Session at 7:20 p.m. passed unanimously (4-0). No action was taken.

8. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 7:20 p.m. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

Respectfully Submitted,

Oarolyn Barger

Carolyn Barger, MMC, NCMCC Clerk to the Board



ROY COOPER GOVERNOR

October 22, 2021

John Sifford Rowan County Sheriff's Office 232 North Main Street Salisbury, North Carolina 28144-4375

Dear Maj. Sifford:

I am pleased to inform you that your agency has been selected to receive a federal fiscal year 2021 grant award from the North Carolina Governor's Crime Commission

Funding for your project, PROJ014855 - 2021 - Rowan County Sheriff's Office Deputy Safety Project, has been authorized and you should receive your award electronically in the coming weeks.

Commission members carefully consider each application in an effort to select programs and projects that will best serve the people of our state. Your proposal is an example of how we can help communities across North Carolina address challenges. Thank you your dedication, hard work and commitment to safer communities for North Carolina families.

With kind regards, I am

Very truly yours

Roy Cooper

RAC/swh





Rowan County BUDGET AMENDMENTS JOURNAL ENTRY PROOF

	AMENDED BUDGET ERR			-24,499.00	23,499.00	9,000.00	
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Rowan County BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: EsteppAD

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Rowan County BUDGET AMENDMENT JOURNAL ENTRY PROOF

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** END OF REPORT - Generated by Angella D Estepp **

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:** January 20, 2022

SUBJECT: Robertson Foundation Grant Application

Rowan County DSS and One Church One Child seeks permission to apply for the Robertson Foundation Grant. ROCOC provides beds, car seats, diapers, wipes,

underwear, and other life essentials for children receiving Child Protective Services. Families are never charged for these items which are provided to keep children safe and healthy in their birth homes or with relatives, preventing foster care placements. Strengthening families strengthens the community.

ATTACHMENTS:

Description Upload Date Type

Robertson Foundation Grant Application 1/20/2022 Cover Memo

Application Summary of: Rowan County DSS/One Church One Child | Beaver, Donna

Program Name: Health and Safety First - Life Necessities for Rowan's Abused and Neglected Children

Organization Information	
Organization Information	
*Organization Name:	Rowan County Department of Social Services/Rowan One Church One Child (ROCOC)
Mailing address:	
*Street Address	1813 E Innes St
*City:	Salisbury
*State:	North Carolina
*Zip:	28146
*Telephone:	704-267-7996
Fax:	
Web Address:	www.rowancountync.gov/One-Church-One-Child
Application Contact Inforn	nation
*Salutation:	Mrs.
*Contact First Name:	Donna
*Contact Last Name:	Beaver
*Title:	Social Worker III - ROCOC Program Coordinator
*Telephone:	704-267-7996
*Email Address:	donna.beaver@rowancountync.gov

Organization Information	
*Is the contact person listed above also the Executive Director?	No
*Executive Director First Name:	Micah
*Executive Director Last Name:	Ennis
Organization Status	
*Is the organization a tax exempt charitable organization 501(c)3:	No
ls your organization a:	
*Government tax-exempt unit:	No
*Religious organization:	No
*Affiliated with tax-exempt organization:	No
*Accredited educational Institution:	No
*What are the current Assets of the organization?	\$64,075.79
*Does your organization conduct an audit?	Yes
*What is your most recent audit date?	6/30/2021
*What is your annual operating budget?	\$34,265.00
*List your income from the previous fiscal year:	\$35,407.17
*List your expenses from the previous fiscal year:	\$33,279.20

Project Request Information				
Project Request Informatio	n			
*Project Title:	Health and Safety First - Life Necessities for Rowan's Abused and Neglected Children			
*Grant request amount:	\$10,000.00			
*Total Project Budget :	\$33,212.00			

Project Request Information	
*Start date:	4/01/2022
*Completion date:	12/31/2022
*Provide a brief project summary (Max words 50):	ROCOC provides beds, car seats, diapers, wipes, underwear, and other life essentials for children receiving Child Protective Services. Families are never charged for these items which are provided to keep children safe and healthy in their birth homes or with relatives, preventing foster care placements. Strengthening familes strengthens the community.

Project Request Information

ROCOC was developed by DSS social workers in 2006 as a way to assist families with life essentials in an effort to keep abused and neglected children/teens safe in homes with birth or kinship families and to avoid moving them into the foster care system. DSS receives no government funds to assist with these needs. ROCOC was modeled after a national One Church One Child Program that still exists today. ROCOC has grown into a partnership between DSS and 79 area church and civic organizations. ROCOC assists families receiving Child Protective and Foster Care Services with new beds, car seats, used appliances, dressers, diapers, wipes, clothing, underwear, socks, bedding, and other life essentials. Families receive these items free of charge.

Best outcomes for abused and neglected children/teens occur when they can safely stay in homes with their birth families or other relatives who care about them. Maintaining family connections is extremely important to healthy outcomes for children. Often times, providing a safe environment is essential to allowing children to remain in birth or kinship homes instead of moving them into the foster care system.

Funding for the ROCOC Ministry is provided by partner donations and grants. Our partners have a strong desire to improve the lives of children/teens who are experiencing trauma. Funds are managed by DSS and Rowan County Government finance officers. All funds, except for a very small amount used for ROCOC Center supplies, are used to assist chldren/teens and their families. Financial reports are provided to the ROCOC Advisory Board several times yearly. When any DSS social worker identifies a need, they send a referral to the ROCOC Program Coordinator, Donna Beaver. Once the request is approved by the Foster Care Supervisor, Nadean Quarterman, the item is ordered and sent directly to the family's home. Families are allowed up to \$500 spent on beds, car seats, dressers, used appliances, and other larger necessities. In the previous fiscal year, ROCOC spent \$12,616 on beds/mattresses, \$1238 on furniture, \$360 on appliances, \$685 on car seats, and \$412 was used to pay for utilities/rent to avoid disconnection/eviction.

The ROCOC Center is located at 1312 N Main Street in Salisbury behind Life Impact Church. The center houses diapers, wipes, new socks and underwear, personal hygiene items, new and gently used clothing and shoes, bedding, household items, and toys and books. These items are donated by our community partners or bought with funds received from donations and grants. Families are allowed to visit the center once every 30 days with a referral from their social worker. The center is staffed by Mrs. Beaver, a social worker paid by Rowan County Government, and community volunteers.

With the health and safety of Rowan County children/teens as the mission of ROCOC, the Blanche and Julian Robertson Grant funds will be used to purchase beds, car seats, dressers, appliances, socks, underwear, diapers, wipes, bedding, household goods, and personal hygiene items for these children/teens and their families. As we strengthen families, we will strengthen the community.

*Describe your proposal in detail: (include objectives, background of project, demonstration of need and how funds will be used)? (Max words 500)

Project Request Information	
What funds from other sources have been received or are under consideration for this project? List sources and amounts.	First United Church of Christ - \$2800 awarded Salisbury Rowan Community Foundation - \$7500 awarded Margaret C. Woodson Foundation - \$10,000 requested
Are you willing to make this grant application a Challenge Grant (where by no funds from The BJRFF, Inc. will be disbursed until funds are secured from other sources and approved by The BJRFF Board)? List sources and amounts.	No. Rowan County Government will not allow ROCOC to seek grants that require matching funds.
*What percentage of your annual budget is spent in Rowan County?	100%
*What percentage of your Grant project budget will be spent n Rowan County?	100%
*Will local vendors be used for the project?	Yes
*How many people do you employee?	0
*What percentage of your employees live in Rowan County?	100%
*How many people will be impacted by your project?	250
*What is a measurable result you expect to accomplish with this grant? Please be specific in your reply.	If fully funded, this grant will provide an average of \$40 worth of life essential items for 250 individuals. These items may include beds, car seats, dressers, diapers and wipes, underwear and socks, clothing, shoes, bedding, household goods, and/or personal hygiene items. This funding will be used to assist children/teens and families receiving Child Protective or Foster Care services through Rowan County DSS. These items will be used to provide a safe and nurturing home for these children with their birth families or other relatives, avoiding foster care placement.
*Do you have another measurable result you expect to accomplish with this grant?	Yes
*Result 2:	This grant funding will enable permanency for children/teens with their birth families or other relatives. These children will avoid being placed in a foster care setting.
*Do you have another measurable result you expect to accomplish with this grant?	No
*How do you plan to fund this project in the future? Explain your sustainability plan (Max words 100):	The ROCOC Program Coordinator is continually seeking ne funding sources by investigating new grant opportunities, identifying new community partners, maintaining strong connections with current partners, and engaging individual donors,

Organization Overview	
Organization Overview	
*Organization mission:	ROCOC joins with Rowan County DSS, area churches, civic groups, foundations, citizens, and businesses as agents of change to improve the lives of Rowan County children and teenagers traumatized by abuse and neglect. ROCOC provides life necessities for children in the care of parents or relatives who seek to offer loving, stable, healthy, and protective environments. ROCOC seeks to keep birth families intact, breaking the multi-generational cycle of abuse and neglect and decreasing the need for parents to seek alternative ways to relieve stress or earn income through illegal activities which places children at a higher risk of trauma.
*What is the geographic service area being served, such as neighborhood, county-wide, Salisbury area, etc.? (50 words max)	Rowan County - county-wide
*Organization core services (100 words max):	ROCOC provides beds, car seats, dressers, used appliances, diapers and wipes, underwear and socks, clothing and shoes, bedding, household goods, and personal hygiene items for chldren/teens and their families receiving Child Protective or Foster Care Services through Rowan County DSS. These items are provided free of charge to these families who do not have funds to purchase these items.
*Address the qualifications of the organization and the person or persons who will lead this project:	The ROCOC Ministry has been active in Rowan County since 2006. It has grown from a very small operation to a strong organization with 79 area church or civic organization partners. The Ministry has won Best Practice Awards from the National One Church One Child Program and from the North Carolina Division of Social Services. Donna Beaver, the Program Coordinator, is a Rowan County DSS Social Worker with over 17 years of experience working in all areas of DSS. Mrs. Beaver strives to continue strong relationships with current ROCOC partners and to form new partnerships in the community.
*Do you need licensing, zoning, or other regulatory approval to conduct the project?	No
*Have you received a grant from The Blanche and Julian Robertson Family Foundation in the last 3 years?	Yes
*Year:	2020
*Grant amount:	\$5,000.00
*Project:	Protection First - New Beds and Car Seats for Neglected Kids
*Add another Grant year?	Yes

Organization Overview	
*year:	2019
*Grant amount:	\$5,000.00
*Project:	A Child's Future - New Beds/Car Seats for Neglected Kids
*Add another Grant year?	Yes
*Year:	2018
*Grant amount:	\$5,000.00
*Project:	Safety First - New Bed/Car Seats for Neglected Kids
Project Impact	
*What is the main area of impact for your grant? Choose one:	Children/Youth and Families

Attachments	
Attachments	
Please upload the following documentation i	in support of your application:
*Current list of Board of Directors or Board of Trustee: (Please identify Gender & Race)	Rowan One Church One Child Advisory Board.docx
*Recent 990 Form or financial report:	Tax Exempt.docx
*IRS 501 (c) 3 or appropriate tax determination status letter:	Tax Exempt.docx
*Project budget:	Project Budget Template_Rev 2021.pdf
*Organization's annual budget for current fiscal year, including income and expenses:	OCOC Financial - New.pdf
*Organization's annual budget for the previous year, including income and expenses:	OCOC Financial Report 2020.pdf
Please submit any pictures that correlate with your project:	PICTURES OF THE ROWAN ONE CHURCH ONE CHILD ASSISTANCE CENTER.docx

Certification

Certification

Certification

*Do you certify that this application has been reviewed by the organization's governing body and chief executive officer and approved for submission, all information provided is accurate to the best of your knowledge and the project and schedule as presented will be addressed:

*Signature of Representative requesting grant:

Document Title	Question	Size (KB)	Date Uploaded
OCOC Financial - New.pdf	ATannual budget for current fiscal year	113.98	1/18/2022 3:47 PM
OCOC Financial Report 2020.pdf	ATannual budget for the previous year	192.72	1/12/2022 12:15 PM
Tax Exempt.docx	ATappropriate tax determination status	54.7	1/13/2022 1:53 PM
Rowan One Church One Child Advisory Board.docx	ATCurrent list of Board of Directors	11.86	1/13/2022 1:51 PM
PICTURES OF THE ROWAN ONE CHURCH ONE CHILD ASSISTANCE CENTER.docx	ATPlease submit any pictures	259.55	1/12/2022 9:34 AM
Project Budget Template_Rev 2021.pdf	ATProject budget	43.68	1/18/2022 3:47 PM
Tax Exempt.docx	ATRecent 990 Form	54.83	1/13/2022 1:55 PM

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: Alyssa Harris, Public Health Director

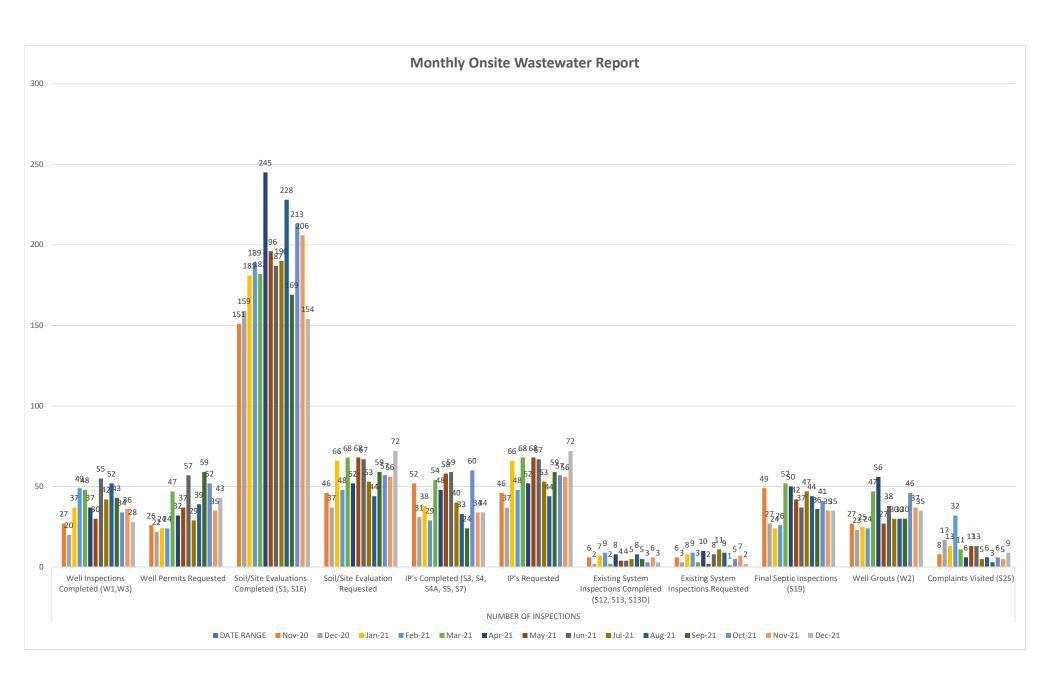
DATE: 01/22/2022

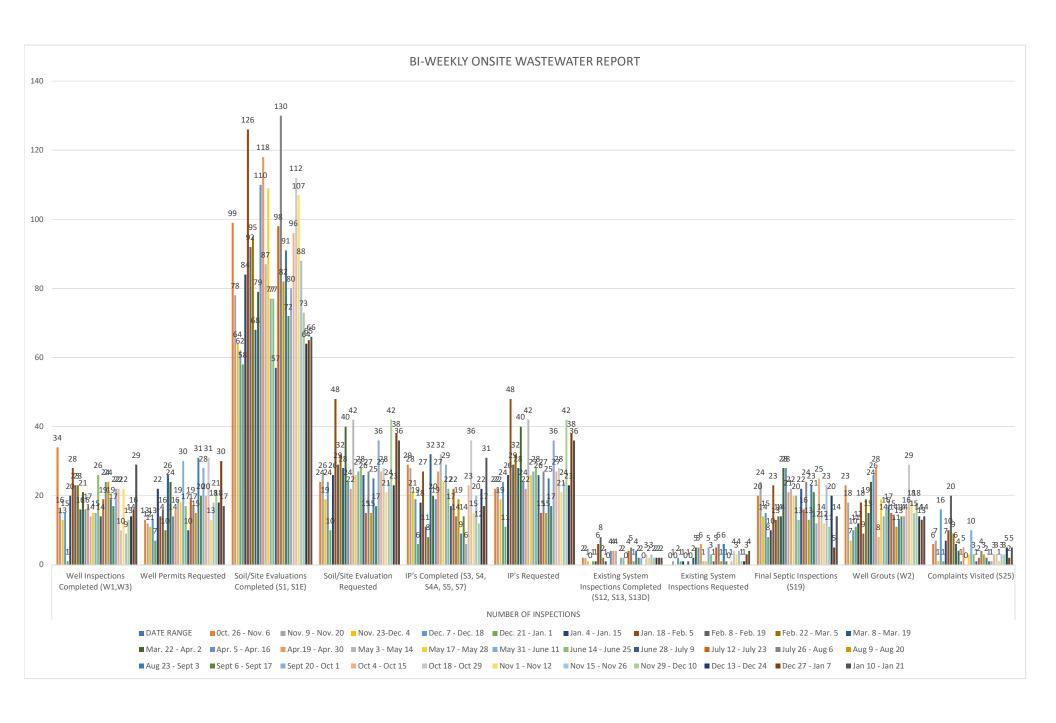
SUBJECT: Bi-Weekly Environmental Health Report

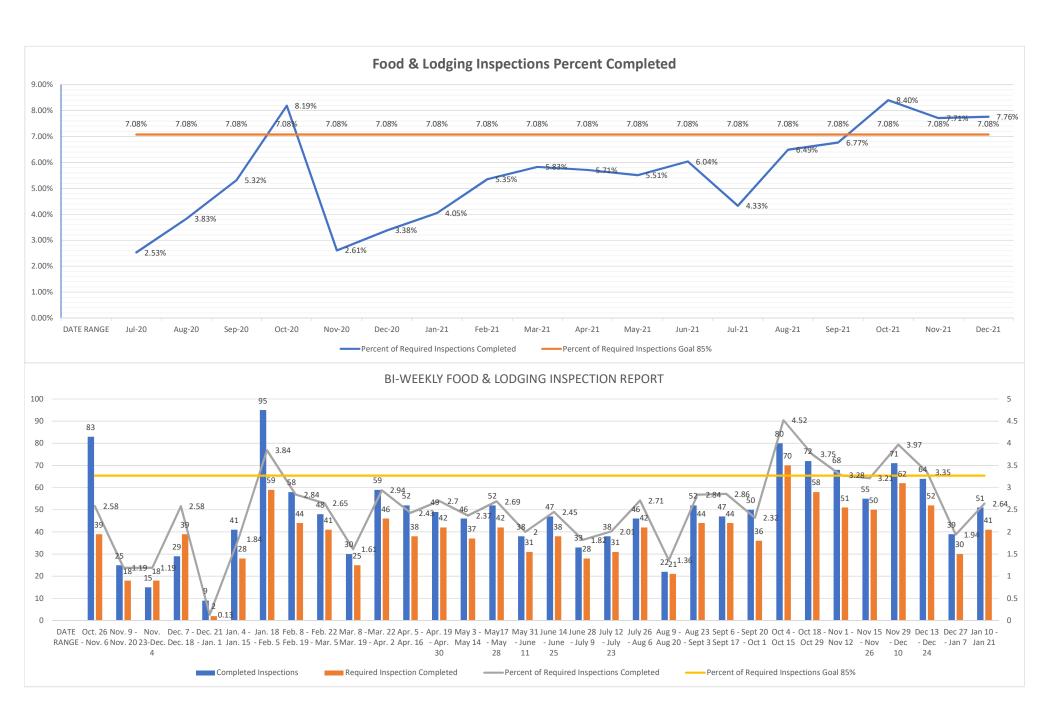
Please find the Bi-Weekly Environmental Health report attached. We are currently experiencing delays due to COVID-19

ATTACHMENTS:

Description	Upload Date	Type
Bi-weekly Commissioner Reporting Graphs	1/31/2022	Cover Memo
Bi-weekly Commissioner Reporting Charl	1/31/2022	Cover Memo







	ONSITE WASTEWATER REPORT											
					NUMBER (OF INSPECT						
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE		-		-		-		-				_
Nov-20	27	26	151	46	52	46	6	6	49	27	8	5 weeks 2 days
Dec-20	20	22	159	37	31	37	2	3	27	23	17	3 weeks 2 days
Jan-21	37	24	181	66	38	66	7	8	24	25	13	2 weeks 1 day
Feb-21	49	24	189	48	29	48	9	9	26	24	32	4 weeks 4 days
Mar-21	48	47	182	68	54	68	2	3	52	47	11	5 weeks 2 days
Apr-21	37	32	245	52	48	52	8	10	50	56	6	4 weeks 2 days
May-21	30	37	196	68	58	68	4	2	42	27	13	3 weeks 1 day
Jun-21	55	57	187	67	59	67	4	8	37	38	13	4 weeks 4 days
Jul-21	42	29	190	53	40	53	5	11	47	30	5	3 weeks 2 days
Aug-21	52	39	228	44	33	44	8	9	44	30	6	1 week 4 days
Sep-21	43	59	169	59	24	59	5	1	36	30	3	2 weeks 2 days
Oct-21	34	52	213	57	60	57	3	5	41	46	6	2 weeks 3 days
Nov-21	36	35	206	56	34	56	6	7	35	37	5	2 weeks 3 days
Dec-21	28	43	154	72	34	72	3	2	35	35	9	3 Week 4 days
Total	538	526	2650	793	594	793	72	84	545	475	147	l

	BI-WEEKLY ONSITE WASTEWATER REPORT											
					NUMBER (OF INSPEC						
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
0ct. 26 - Nov. 6	34	13	99	24	29	22	2	0	20	23	6	4 weeks 4 days
Nov. 9 - Nov. 20	16	12	78	26	28	22	2	1	24	18	7	4 weeks 4 days
Nov. 23-Dec. 4	13	11	64	19	21	19	1	0	14	7	1	5 weeks 2 days
Dec. 7 - Dec. 18	15	13	62	24	19	24	0	2	15	10	16	4 weeks
Dec. 21 - Jan. 1	1	7	58	10	6	11	1	1	8	11	1	3 weeks 2 days
Jan. 4 - Jan. 15	20	22	84	26	18	26	1	1	10	12	7	2 weeks 3 days
Jan. 18 - Feb. 5	28	14	126	48	27	48	6	0	23	18	10	2 weeks 1 day
Feb. 8 - Feb. 19	23	16	92	29	11	29	8	1	13	9	20	3weeks 3 days
Feb. 22 - Mar. 5	23	10	95	32	8	32	2	0	14	19	9	5 weeks 2 days
Mar. 8 - Mar. 19	16	26	68	28	32	28	1	2	14	15	6	4 weeks
Mar. 22 - Apr. 2	21	24	79	40	20	40	0	5	28	24	4	4 weeks 3 days

Apr. 5 - Apr. 16	16	14	110	24	19	24	4	5	28	26	1	4 weeks 3 days
Apr.19 - Apr. 30	17	16	118	22	27	22	4	6	21	28	5	4 weeks 2 days
May 3 - May 14	14	19	87	42	32	42	4	1	22	8	0	3 weeks 2 days
May 17 - May 28	15	18	109	26	24	26	0	1	20	19	3	3 weeks 1 day
May 31 - June 11	15	30	77	27	29	27	2	5	20	14	10	3 weeks
June 14 - June 25	26	17	77	28	22	28	2	3	13	16	3	3 weeks 1 day
June 28 - July 9	14	10	57	26	17	26	0	1	22	17	1	4 weeks 4 days
July 12 - July 23	19	19	98	15	22	15	4	5	16	15	2	2 weeks 2 days
July 26 - Aug 6	24	17	130	27	14	27	5	6	24	14	4	3 weeks 3 days
Aug 9 - Aug 20	24	15	82	15	19	15	1	1	13	11	3	2 weeks
Aug 23 - Sept 3	19	31	91	25	9	25	4	6	23	13	2	2 weeks
Sept 6 - Sept 17	17	20	72	17	14	17	2	1	21	14	1	1 week 3 days
Sept 20 - Oct 1	22	28	80	36	6	36	2	0	12	14	1	2 weeks 2 days
Oct 4 - Oct 15	22	20	96	27	23	27	0	1	25	16	3	1 week 5 days
Oct 18 - Oct 29	10	31	112	28	36	28	3	4	14	29	3	2 weeks 3 days
Nov 1 - Nov 12	22	13	107	21	15	21	2	3	12	18	1	2 weeks 4 days
Nov 15 - Nov 26	9	18	88	24	20	24	3	4	23	15	3	2 weeks
Nov 29 - Dec 10	13	21	73	42	12	42	2	1	11	18	3	3 weeks 2 days
Dec 13 - Dec 24	14	18	64	23	22	23	2	1	20	14	5	3 weeks 2 days
Dec 27 - Jan 7	16	30	65	38	17	38	2	3	5	13	2	3 weeks 2 days
Jan 10 - Jan 21	29	17	66	36	31	36	2	4	14	14	5	4 weeks 3 days
Total	587	590	2764	875	649	870	74	75	562	512	148	3

	FOOD & LODGING REPORT						
	Completed Inspections	Required Inspection Completed	Percent of Required Inspections Completed	Percent of Required Inspections Goal 85%			
DATE RANGE							
Jul-20	49	38	2.53	7.08			
Aug-20	67	58	3.83	7.08			
Sep-20	102	81	5.32	7.08			
Oct-20	191	125	8.19	7.08			
Nov-20	54	40	2.61	7.08			
Dec-20	56	52	3.38	7.08			
Jan-21	81	63	4.05	7.08			
Feb-21	109	84	5.35	7.08			
Mar-21	117	91	5.83	7.08			
Apr-21	114	89	5.71	7.08			
May-21	109	86	5.51	7.08			
Jun-21	112	93	6.04	7.08			
Jul-21	83	67	4.33	7.08			
Aug-21	111	100	6.49	7.08			

Dec-21	146	120	7.76	7.08
Nov-21	147	120	7.71	7.08
Oct-21	195	130	8.4	7.08
Sep-21	126	105	6.77	7.08

Total 1969 1542 99.81 127.44

Required Inspections: 1553 Number of Establishments: 675

BI-WEEKLY FOOD & LODGING REPORT						
			Dorsout of	Dougout of		
		Dogwinod	Percent of Required	Percent of		
	Commissed	Required		Required		
	Completed Inspections	Inspection Completed	Inspections Completed	Inspections Goal 85%		
DATE BANCE	inspections	Completed	Completed	Goal 85%		
DATE RANGE	02	20	2.50	2.27		
Oct. 26 - Nov. 6	83	39	2.58	3.27		
Nov. 9 - Nov. 20	25	18	1.19	3.27		
Nov. 23-Dec. 4	15	18	1.19	3.27		
Dec. 7 - Dec. 18	29	39	2.58	3.27		
Dec. 21 - Jan. 1	9	2	0.13	3.27		
Jan. 4 - Jan. 15	41	28	1.84	3.27		
Jan. 18 - Feb. 5	95	59	3.84	3.27		
Feb. 8 - Feb. 19	58	44	2.84	3.27		
Feb. 22 - Mar. 5	48	41	2.65	3.27		
Mar. 8 - Mar. 19	30	25	1.61	3.27		
Mar. 22 - Apr. 2	59	46	2.94	3.27		
Apr. 5 - Apr. 16	52	38	2.43	3.27		
Apr. 19 - Apr. 30	49	42	2.70	3.27		
May 3 - May 14	46	37	2.37	3.27		
May17 - May 28	52	42	2.69	3.27		
May 31 - June 11	38	31	2.00	3.27		
June 14 - June 25	47	38	2.45	3.27		
June 28 - July 9	33	28	1.82	3.27		
July 12 - July 23	38	31	2.01	3.27		
July 26 - Aug 6	46	42	2.71	3.27		
Aug 9 - Aug 20	22	21	1.36	3.27		
Aug 23 - Sept 3	52	44	2.84	3.27		
Sept 6 - Sept 17	47	44	2.86	3.27		
Sept 20 - Oct 1	50	36	2.32	3.27		
Oct 4 - Oct 15	80	70	4.52	3.27		
Oct 18 - Oct 29	72	58	3.75	3.27		
Nov 1 - Nov 12	68	51	3.28	3.27		
Nov 15 - Nov 26	55	50	3.21	3.27		
Nov 29 - Dec 10	71	62	3.97	3.27		

Dec 13 - Dec 24	64	52	3.35	3.27
Dec 27 - Jan 7	39	30	1.94	3.27
Jan 10 - Jan 21	51	41	2.64	3.27
Total	1564	1247	80.61	104.64

^{*}Aug 9 - Aug 20 all three F&L Staff out at varying times

^{*}Sept 27 - Oct 1 is missing data for 1 inspector due to software malfunction

^{*}Thanksgiving Holiday Nov 25-26

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: Alyssa Harris, Public Health Director

DATE: 01/22/2022

SUBJECT: RCHD - 2022 Clinical Fee Schedule

The Rowan County Health Department Personal Health Services Fee Schedule is updated annually. A Medicaid Cost Analysis was done in the past year and we were able to use the comparisons and feedback in updating the 2021-2022 fee schedule.

Rowan County Health Department respectfully requests the Board of Commissioners approve the updated fee schedule for clinical services.

ATTACHMENTS:

Description	Upload Date	Туре
RCHD Clinical Fee Service Memo	1/24/2022	Cover Memo
RCHD Fee Schedule 21-22	1/24/2022	Backup Material



Main Telephone: (704) 216-8777 FAX: (704) 216-7991

Rowan County Health Department 1811 East Innes Street - Salisbury, NC 28146-6030

Memo

To: Rowan County Board of Commissioners
From: Alyssa Harris, Public Health Director
Meredith Littell, Nursing Director

Date: January 12, 2022

Re: Rowan County Health Department - Updated Clinical Fee Schedule

Situation:

The Rowan County Health Department Personal Health Services Fee Schedule is updated annually. A Medicaid Cost Analysis was done in the past year and we were able to use the comparisons and feedback in updating the 2021-2022 fee schedule.

Background:

For each service listed, the following were considered: the cost of medications and vaccine; the health department cost of providing a service; the Medicaid reimbursement rate; fees charged by comparable health departments; and a cost settlement report provided by Steve Garner, Medicaid Consultant. Using the information, many fees remained unchanged while some increased.

Assessment:

The current fee schedule reflects the cost of providing the service while maintaining accessibility through our Sliding Scale Fee Policy which is based on family income. The fee schedule also allows the health department to submit fair fees for Medicaid Cost settlement.

Recommendations:

The Rowan County Health Department respectfully requests Board of Commissioner's approval of the updated fee schedule. The Rowan County Board of Health approved the fee schedule at the meeting on Tuesday, January 11, 2022.

CPT Code	Service Description	Approved Fee effective 01/01/2021	Proposed Fe 2021-2022
	New Patient Preventive Visits		
99381	Initial/New preventive < 1 year	\$325.00	
99382	Initial/New preventive 1 - 4 years	\$325.00	
99383	Initial/New preventive 5-11 years	\$350.00	
99384	Initial/New preventive 12 - 17 years	\$340.00	
99385	Initial/New preventive 18 - 39 years	\$325.00	
99386	Initial/New preventive 40 - 64 years	\$326.00	
99387	Initial/New preventive > 65 Years	\$325.00	
	Established Patient Preventive Visits		
99391	Established Preventive < 1 year	\$290.00	
99392	Established Preventive 1 - 4 years	\$290.00	
99393	Established Preventive 5 -11 years	\$300.00	
99394	Established Preventive 12 - 17 years	\$290.00	
99395	Established Preventive 18 - 39 years	\$279.00	
99396	Established Preventive 40 - 64 years	\$326.00	
99397	Established Preventive > 65 years	\$300.00	
	New Patient Evaluation & Management Vi	sits	
99201	New-Problem Focused	\$125.00	
99202	New-Expanded Focused	\$200.00	
99203	New-Detailed/Low Complexity	\$275.00	
99204	Complexity	\$425.00	
99205	New-Comprehensive/HighComplexity	\$495.00	
00000	No Charge Visit		
Fet	tablished Patient Evaluation & Managemen	it Visits	
	Established-Nurse Encounter (no MD	10 V 10100	
99211	required)	\$50.00	
99212	Established-Problem Focused	\$125.00	
99213	Established-Expanded /Low Complexity	\$195.00	
99214	Complexity	\$275.00	
99215	Established-Comprehensive/High Complexity	\$345.00	
T1002	RN service up to 15 minutes	\$75.00	

	Tele Health Services (Phone Only)		D 31
99441	Telephone E/M 5-10 Minutes	\$14.45	Remove, will only pay if
99442	Telephone E/M 11-20 Minutes	\$28.15	audio & visual
99443	Telephone E/M 21-30 Minutes	\$41.15	is used
CPT Code	Service Description	Approved Fee effective 01/01/2021	Proposed Fee 2021-2022
	Immunizations		
90474	injectable	\$20.45	
90473	Admin of intranasal/oral only vaccine	\$20.45	
90472	Admin. Each additional vaccine	\$20.45	
90471	Admin. Single vaccine	\$20.45	
90632	Adult Hepatitis A-IM	\$50.00	
90702	DT-Pediatric-IM	\$50.00	Remove
90700	DTaP-Pediatric-IM	\$24.00	
90651	Gardasil 9-IM	\$210.00	\$240.00
90633	Hepatitis A-Ped/AdolIM	\$50.00	\$35.00
90746	Hepatitis B vaccine-Adult-3 dose	\$57.00	\$65.00
90739	Hepatitis B vaccine-Adult 2 dose	\$90.00	\$95.00
90744	Hepatitis B vaccine-Pediatric or Adolescent-IM	\$26.00	
90648	HIB-4 dose schedule-IM; (ActHIB, Hiberix)	\$16.00	
90713	IPV (Inactivated Polio Virus)-SQ or IM	\$35.00	
90696	Kinrix, only for age 4-6 year booster dose of DTaP and Polio (IPV)	\$58.00	
90734	Meningococcal (Menactra)-IM	\$115.00	\$130.00
90707	MMR-SQ	\$75.00	\$85.00
90723	Pediarix-IM	\$72.00	
90698	Pentacel, do not administer to anyone over 4 years of age-IM	\$90.00	
90670	Pneumococcal 13 valent conjugate vaccine ≥; (PVC 13)-IM (Prevnar)	\$180.00	\$210.00
90710	ProQuad - Measles, Mumps, Rubella, Varicella (MMRV)-SQ	\$210.00	\$245.00
90688	Quadrivalent Flu Vaccine 6 months and older-IM	\$20.00	
90687	Quadrivalent Flu Vaccine, 6 months 35-months IM—	\$10.00	Remove, see above code
90675	Rabies pre-exposure vaccine or booster-IM, per dose (3 dose schedule)	\$280.00	\$285.00

90680	Rotavirus Vaccine (RotaTeq)-oral, for		
	use ≥ 6 weeks through 7 months	\$90.00	
90714	Td-IM (Tenivac)	\$45.00	
90715	Tdap-IM	\$50.00	
90636	Twinrix (Hepatitis A and Hepatitis B)-IM	\$90.00	
90716	Varicella Immunization-SQ	\$135.00	\$ 145.00
90736	Zoster (Shingles, Zostavax) SQ	\$225.00	Remove
90750	Zoster (Shingles, 2 doses required, Shingrix)-IM	\$150.00	\$160.00
0001A	Administration of Pfizer BioNTech COVID-19 Vaccine-1st Dose	N/A	\$40.00
0002A	Administration of Pfizer BioNTech COVID-19 Vaccine-2nd Dose	N/A	\$40.00
0003A	Administration of Pfizer BioNTech COVID-19 Vaccine-3rd Dose	N/A	\$40.00
0004A	Administration of Pfizer BioNTech COVID-19 Vaccine-Booster Dose	N/A	\$40.00
0011A	Administration of Moderna COVID-19 Vaccine-1st Dose	N/A	\$40.00
0012A	Administration of Moderna COVID-19 Vaccine-2nd Dose	N/A	\$40.00
0013A	Administration of Moderna COVID-19 Vaccine-3rd Dose	N/A	\$40.00
0064A	Administration of Moderna COVID-19 Vaccine-Booster Dose	N/A	\$40.00
0031A	Administration of Janssen COVID-19 Vaccine-1st Dose	N/A	\$40.00
0034A	Administration of Janssen COVID-19 Vaccine-Booster Dose	N/A	\$40.00
0071A	Administration of Pfizer BioNTech COVID-19 Vaccine, Pediatric-1st Dose	N/A	\$40.00

0072A	Administration of Pfizer BioNTech COVID-19 Vaccine, Pediatric-2nd Dose	N/A	\$40.00
CPT Code	Service Description	Approved Fee effective 01/01/2021	Proposed Fee 2021-2022
G0008 Medicare Code Only	Flu Vaccine Administration	\$20.45	
G0010 Medicare Code Only	Hep B Vaccine Administration	\$20.45	
	Clinical Laboratory		
	Lab Handling		
36415	Collection of Venous Blood by Venipuncture	\$13.00	
36416	Collection of Capillary Blood Specimen	\$12.00	
99000	Lab handling fee	\$15.00	
	In House Labs		
82947	Glucose random	\$15.00	
87081	GC Culture	N/C	
87205	Gram Stain, smear	N/C	
82270	Hemocult	\$10.00	
85018	Hgb (fingerstick)	\$9.00	
83037	Hemoglobin A1C	\$21.00	
80061	Cholesterol, in-house testing (T. Chol, HDL, Triglycerides)	\$45.00	
81025	Urine pregnancy test	\$30.00	
87880	Streptococcus, Group A; Rapid test	\$30.00	
81002	Urinalysis by dipstick	\$10.00	
82120	Amines, vaginal fluid	\$10.00	
83986	Vaginal pH	\$10.00	
87210	Wet Mount/prep	\$20.00	
89060	Fern Test	\$15.00	
	State Labs		
83655	Blood Lead	N/C	
87265	Bordetella Pertussis Swab	N/C	
87252	Herpes Virus Culture	N/C	
86703	HIV-1 Antibody and HIV-2 Antibody, single result	N/C	
87501	Influenza test	N/C	
87177	Ova and parasites; stool	N/C	

83020	Sickle Cell	N/C	1
87045	Stool Culture	N/C	
86593	Syphilis Test (Quantitative)	N/C	
		<u> </u>	1
CPT Code	Service Description	Approved Fee effective 01/01/2021	Proposed Fee 2021-2022
	Quest Labs	•	
84460	ALT	Billed by Quest	
83540	Iron	Billed by Quest	
86850	Antibody Screen	Billed by Quest	
84450	AST	Billed by Quest	
80048	Basic Metabolic Panel	Billed by Quest	
84520	BUN	Quest	
85025	CBC	Billed by Quest	
80053	Comprehensive Metabolic Panel	Billed by Quest	
87081	Culture Screen	Billed by Quest	
80051	Electrolyte panel	Billed by Quest	
82728	Ferritin Level	Billed by Quest	
83001	FSH	Billed by Quest	
87149	Group B Strep	Billed by Quest	
87491	Chlamydia (Gen-Probe)	Billed by Quest	
87591	Gonorrhea (Gen-Probe)	Billed by Quest	
82950	Glucose-1 hour	Billed by Quest	
82951	Glucose-3 hour	Billed by Quest	
87340	Hepatitis B Surface Antigen	Billed by Quest	
86706	Hepatitis B surface antibody (HBsAB)	Billed by Quest	

CPT Code	Service Description	Approved Fee effective 01/01/2021	Proposed Fee 2021-2022
84550	Uric acid, Blood	Quest	
84478	Triglycerides	Quest Billed by	
84443	Thyroid stimulating hormone (TSH)	Quest Billed by	
84436	Thyroid (T4)	Quest Billed by	
84479	Thyroid hormone (T3 or T4)	Billed by Quest Billed by	
84403	Testosterone, total	Billed by Quest	
84702	HCG, quantitative	Billed by Quest	
86762	Rubella antibody	Billed by Quest	
86592	Syphilis Test (Qualitative)	Billed by Quest	
82105	Alpha-fetoprotein (AFP); serum	State Funds Pay For Service	
84146	Prolactin	Billed by Quest	
84132	Potassium, serum	Billed by Quest	
88142	Pap Smear	Billed by Quest	
80076 80055	Hepatic Function Panel OB Panel	Quest Prenatal Use	
83002	LDH	Quest Billed by	
87624	HPV Typing	Billed by Quest Billed by	
83036	Hemoglobin A1C	Billed by Quest	
86677	H-Pylori (antibody)	Billed by Quest	
86694	Herpes Simplex, non-specific	Billed by Quest	
86803	Hepatitis C antibody	Billed by Quest	

87088	Urine Culture	Billed by Quest		
80307	Urine Drug Screen	Billed by Quest		
84156	24-Hr Urine	Billed by Quest		
82043	Urine, microalbumin	Billed by Quest		
87491	Urine NAAT/Chlamydia	Billed by Quest		
86787	Varicella Zoster Antibody	Billed by Quest		
85730	PTT	Billed by Quest		
86140	C-Reactive Protein	Billed by Quest		
86308	Heterophile Antibodies Screening (screening test for Mononucleosis)	Billed by Quest		
80074	Acute Hepatitis Panel	Billed by Quest		
82306	Vitamin D level	Billed by Quest		
82540	Creatinine	Billed by Quest		
82607	Cyanocobalamin (Vitamin B-12)	Billed by Quest		
83550	Iron binding capacity	Billed by Quest		
84144	Progesterone	Billed by Quest		
84153	Prostate Specific Antigen (PSA), Total	Billed by Quest		
	Employee Titers			
86706	Hepatitis B surface antibody (HBsAB)	N/C		
86765	Measles (Ruebola) Antibody (IGG, EIA)	N/C		
86735	Mumps Antibody (IGG, EIA)	N/C		
86382	Rabies Titer	N/C		
86762	Rubella antibody	N/C		
86787	Varicella Zoster Antibody	N/C		
	Office Procedures			
	Family Planning			
58300	Insertion of IUD	\$192.00		

58301	Removal of IUD	\$237.00	
J7297	Liletta IUD	\$46.89	\$92.72
J7298	Levonorgesterel releasing IUD, 52mg, use for Mirena	\$ 283.00	Remove
J7300	IUD copper contraceptive, use for Paraguard	\$ 225.75	Remove
J7303	Nuva Ring	\$13.81	\$0.01
S4993	Nortrel	N/A	1.61/pk
S4993 NE	Norethindrone	N/A	1.71/pk
S4933 NG	Norgestimate/Ethinyl Estradiol	N/A	0.51/pk
S5001	Plan B	\$3.68	\$3.60
	Maternal Health		
59425	Antepartum care only; 4-6 visits	\$1,350.00	
59426	Antepartum care only; 7 or more visits	\$2,600.00	
59025	Non-Stress test (fetal)	\$114.00	
59430	Post partum care package	\$275.00	
CPT Code	Service Description	Approved Fee effective 01/01/2021	Proposed Fee 2021-2022
S0280	Medical home program, comprehensive care coordination and planning, initial plan	\$65.00	
S0281	Medical home program, comprehensive care coordination and planning, maintenance of plan plan	\$175.00	
96161	Maternal Depression Screening	\$15.00	
	Child Health		
05155	Developmental testing - limited		
96110	developmental screenth	\$20.00	
92587	Evoked otoacoustic emissions (OAE)	\$65.00	
99173	Vision Screening test	\$20.00	
99420	MCHAT Autism screening	\$25.00	
96160	HEADSS screening	\$15.00	
96127	PSC	\$15.00	
99408	CRAFFT alcohol/substance abuse screening up to 30 min	\$62.00	
99409	CRAFFT alcohol/substance abuse screening greater than 30 min.	\$122.00	

	Oral Evaluation for patient under three		
D0145	years of age and counseling with		
	primary care giver	\$60.00	
D1206	Topical Fluoride treatment	\$50.00	
	DMI Coding		Ι
765 51	BMI Coding [<5% (failure to thrive)	N/C	
Z65.51 Z68.52	5 to 85%	N/C	
Z68.53	85 to 95% (overweight)	N/C	
Z68.54	>95% (obese)	N/C	
	STD Codes		
54050	TCA	\$175.00	
56501	TCA	\$175.00	
57061	TCA	\$175.00	
07001	<u> </u>	ψ1.0.00	
	TB Codes		
86580	TB skin test	\$24.00	
99080	Health Letter	\$55.00	
71045 06	Chart V man aimela miana frantal	billed to	
71045-26	Chest X-ray-single view, frontal	health dept	
71046-26	Chest X-ray-two views, frontal and lateral (5 yrs and under)	billed to health dept	
710+0-20	lateral (5 yrs and under)	nearth dept	
CPT		Approved Fee	Proposed Fee
	Service Description	effective	_
Code	Service Description	effective 01/01/2021	2021-2022
Code	_		_
Code	Medication/Injectables		_
96372	_		_
	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl),	\$65.00	_
96372	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg	01/01/2021	-
96372	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl),	\$65.00	-
96372 J1200	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg Adrenalin/Epinephrine, injection-SC,	\$65.00 \$3.00 \$1.00	-
96372 J1200 J0171	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg Adrenalin/Epinephrine, injection-SC,	\$65.00 \$3.00	-
96372 J1200	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg Adrenalin/Epinephrine, injection-SC,	\$65.00 \$3.00 \$1.00 Fee varies	-
96372 J1200 J0171	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg Adrenalin/Epinephrine, injection-SC,	\$65.00 \$3.00 \$1.00 Fee varies based on	-
96372 J1200 J0171	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg Adrenalin/Epinephrine, injection-SC, IM, 0.1 mg	\$65.00 \$3.00 \$1.00 Fee varies based on purchase	-
96372 J1200 J0171 J1050	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg Adrenalin/Epinephrine, injection-SC, IM, 0.1 mg	\$65.00 \$3.00 \$1.00 Fee varies based on purchase price	-
96372 J1200 J0171	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg Adrenalin/Epinephrine, injection-SC, IM, 0.1 mg	\$65.00 \$3.00 \$1.00 Fee varies based on purchase price Fee varies	-
96372 J1200 J0171 J1050	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg Adrenalin/Epinephrine, injection-SC, IM, 0.1 mg Depoprovera 150 mg/ml	\$65.00 \$3.00 \$1.00 Fee varies based on purchase price Fee varies based on	-
96372 J1200 J0171 J1050	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg Adrenalin/Epinephrine, injection-SC, IM, 0.1 mg Depoprovera 150 mg/ml Methdroxyprogesterone acetate (generic	\$65.00 \$3.00 \$1.00 Fee varies based on purchase price Fee varies based on purchase	-
96372 J1200 J0171 J1050	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg Adrenalin/Epinephrine, injection-SC, IM, 0.1 mg Depoprovera 150 mg/ml Methdroxyprogesterone acetate (generic Depoprovera), 150mg	\$65.00 \$3.00 \$1.00 Fee varies based on purchase price Fee varies based on purchase price	-
96372 J1200 J0171 J1050	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg Adrenalin/Epinephrine, injection-SC, IM, 0.1 mg Depoprovera 150 mg/ml Methdroxyprogesterone acetate (generic Depoprovera), 150mg Kenalog, Injection, per 10mg Ceftriaxone sodium injection per 500 mg (Rocephin) - STD TREATMENT	\$65.00 \$3.00 \$1.00 Fee varies based on purchase price Fee varies based on purchase price	-
96372 J1200 J0171 J1050 J1050	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg Adrenalin/Epinephrine, injection-SC, IM, 0.1 mg Depoprovera 150 mg/ml Methdroxyprogesterone acetate (generic Depoprovera), 150mg Kenalog, Injection, per 10mg Ceftriaxone sodium injection per 500	\$65.00 \$3.00 \$1.00 Fee varies based on purchase price Fee varies based on purchase price	-
96372 J1200 J0171 J1050 J1050 J3301 J0696	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg Adrenalin/Epinephrine, injection-SC, IM, 0.1 mg Depoprovera 150 mg/ml Methdroxyprogesterone acetate (generic Depoprovera), 150mg Kenalog, Injection, per 10mg Ceftriaxone sodium injection per 500 mg (Rocephin) - STD TREATMENT ONLY Ceftriaxone sodium injection 1 gm	\$65.00 \$3.00 \$1.00 Fee varies based on purchase price Fee varies based on purchase based on purchase price \$10.00	_
96372 J1200 J0171 J1050 J1050	Medication/Injectables Therapeutic, prophylactic, or diagnostic injection, SQ or IM Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg Adrenalin/Epinephrine, injection-SC, IM, 0.1 mg Depoprovera 150 mg/ml Methdroxyprogesterone acetate (generic Depoprovera), 150mg Kenalog, Injection, per 10mg Ceftriaxone sodium injection per 500 mg (Rocephin) - STD TREATMENT ONLY	\$65.00 \$3.00 \$1.00 Fee varies based on purchase price Fee varies based on purchase based on purchase price \$10.00	_

J7613	Albuterol, inhalation solution	\$15.00	
J1725	17P Makena	N/C	
J2790	(RhoGAm) Rhophylac, 300 mcg/2 ml), Injection, IM	\$100.00	
J0561	Penicillin G Benzathine (Bicillin LA) per 100,000 units, injection - STD TREATMENT ONLY	N/C	
J1885	Ketorolac Tromethamine (Toradol), Injection, per 15 mg	\$3.00	
J8499	Clonidine 0.1 mg	\$0.25	
	Miscellaneous		
10060	I & D of abscess (carbuncle, suppurative hidradenitis, cutaneous or subcutaneous abcess, cyst, furuncle or paronychia) simple or single I & D of pilonidal cyst, simple	\$250.00 \$124.00	
11750	Excision of nail and nail matrix, partial or complete, (ingrown or deformed) for permanent removal	\$175.00	
11765	Wedge excision of skin of nail fold (for ingrown toenail)	\$125.00	
	Simple repair super wound 2.6- 7.5 cm		

CPT Code	Service Description	Approved Fee effective 01/01/2021	Proposed Fee 2021-2022
A4649	Laceration/Suture Tray/Supplies (Includes zylocaine with or without epinephrine, sterile drape and gloves, sutures,irrigation solution and syringe(s), gauze and/or other dressing materials, betadine)	\$30.00	
S0630	Suture removal	\$10.00	
A6441	Padding bandage, non-elastic, non-woven/non-knitted, width ≥ to 3" and < 5", per yard (Jones Wrap)	\$10.00	
56420	Incision and drainage of Bartholin's gland abscess	\$106.00	
69200	Removal of foreign body from external ear canal without anesthesia	\$180.00	

СРТ		Approved Fee	
A4614	Peak expiratory flow rate meter, hand held	\$25.00	
94760	Noninvasive pulse oximetry for oxygen saturation	\$10.00	
94664	Demonstration and/or evaluation of patient utilization of an nebulizer	\$35.00	
99173	Vision Screening test; age 21 & older	\$10.00	
92588	Evoked otoacoustic emissions, comprehensive or diagnostic evaluation (comparison of transient and/or distortion product otacoutic emissions at multiple levels and frequencies)	\$80.00	
92552	Pure tone audiometry (threshold); air only; use this code for screening of persons age 21 or older	\$54.00	
69210	Removal of impacted cerumen requiring Instrumentation, unilateral (must attach/use modifier 50 for bilateral procedure)	\$121.00	
69209	Removal of impacted cerument using irrigation/lavage, unilateral (must attach/use modifier 50 for bilateral procedure)	\$121.00	

CPT Code	Service Description	Approved Fee effective 01/01/2021	Proposed Fee 2021-2022
99406	Smoking and Tobacco Use Cessation Counseling Visit, Intermediate, >3 minutes up to 10 minutes	\$24.00	
99407	Smoking and Tobacco Use Cessation Counseling Visit, Intensive, >10 minutes	\$46.00	
96150	Health and Behavior Intervention, individual face-to-face, 15 minutes per unit, Initial Assessment	\$30.00	
96151	Health and Behavior Intervention, individual face-to-face, 15 minutes per unit, Re-assessment	\$25.00	

S9982	Medical Records Copying Fee, per page	\$0.05	
LU021	Completion of form verifying exam (not at time of exam or other billable service)	\$20.00	

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: Alyssa Harris, Public Health Director

DATE: 01/22/2022

SUBJECT: RCHD - 2022 Dental Fee Schedule

Each year, the Rowan County Health Department assesses fees associated with services, completes a cost analysis, and proposes a fee schedule to match any changes in costs. When reviewing costs for dental services and materials, increases ranged from 115% - 25%, likely due to supply chain issues related to COVID-19 and inflation. The adjustments to the Smile Center's fee schedule are a proposed 5% increase added to all dental procedures for Medicaid, HealthChoice and private carriers to help offset the increased costs caused by the COVID19 pandemic.

Rowan County Health Department respectfully requests the Board of Commissioners approved the updated fee schedule. The Rowan County Board of Health approved the fee schedule on January 11, 2022.

ATTACHMENTS:

Description	Upload Date	Type
RCHD - Dental Fee Schedule Memo	1/24/2022	Cover Memo
RCHD - Dental Fees	1/24/2022	Backup Material



Main Telephone: (704) 216-8777 FAX: (704) 216-7991

Rowan County Health Department 1811 East Innes Street - Salisbury, NC 28146-6030

Memo

To: Rowan County Board of Commissioners From: Alyssa Harris, Public Health Director

Samantha Welton, Public Health Dentist/Dental Supervisor

Date: January 12, 2022

Re: Rowan County Health Department - Updated Dental Fee Schedule

Situation:

The Rowan County Health Department's Smile Center is proposing a change in its current dental fee schedule by increasing all fees by 5%.

Background:

Each year, the Rowan County Health Department assesses fees associated with services, completes a cost analysis, and proposes a fee schedule to match any changes in costs. When reviewing costs for dental services and materials, increases ranged from 115% - 25%, likely due to supply chain issues related to COVID-19 and inflation. The adjustments to the Smile Center's fee schedule are a proposed 5% increase added to all dental procedures for Medicaid, HealthChoice and private carriers to help offset the increased costs caused by the COVID19 pandemic.

Assessment:

The Smile Center will apply a 5% increase to all dental fees on the current fee schedule (see attached dental fee schedule). The current fee schedule reflects the cost of providing the service while maintaining accessibility through our Sliding Scale Fee Policy which is based on family income.

Recommendations:

The Rowan County Health Department respectfully requests Board of Commissioner's approval of the updated dental fee schedule. The Rowan County Board of Health approved the fee schedule at the meeting on Tuesday, January 11, 2022.

Rowan County Health Department Dental Fees 2021-2022

				2021-2022
Service Code	Service/Procedure	RCHD Fee		5% increase
D0120	Periodic oral evaluation	\$52.50	\$	55.13
D0140	Limited oral exam	\$78.75	\$	82.69
D0145	Oral Eval for patient under 3 yr	\$73.50	\$	77.18
D0150	Comp oral eval-new/estab pat	\$78.75	\$	82.69
D0160	Detail/extensive oral eval. B/R	\$94.50	\$	99.23
D0170	ReEvaluation, Limited	\$78.75	\$	82.69
D0210	Intraoral-complete series (bw)	\$131.25	\$	137.81
D0220	Intraoral-periapical-1st film	\$31.50	\$	33.08
D0230	Intraoral-periapical-each add'l	\$26.25	\$	27.56
D0240	Intraoral-occlusal film	\$42.00	\$	44.10
D0270	Bitewing-single film	\$31.50	\$	33.08
D0272	Bitewing-two film	\$42.00	\$	44.10
D0273	Bitewing-3 film	\$52.50	\$	55.13
D0274	Bitewing-four films	\$63.00	\$	66.15
D0330	Panoramic film	\$120.75	\$	126.79
D1110	Prophylaxis-adult	\$89.25	\$	93.71
D1120	Prophylaxis-child	\$60.90	\$	63.95
D1206	Topical fluoride varnish	\$52.50	\$	55.13
D1208	Fluoride w/o prophylaxis	\$36.75	\$	38.59
D1351	Sealant-per tooth	\$44.10	\$	46.31
D1510	Space maint-fixed unilateral	\$278.25	\$	292.16
D1516	Space maint-fixed bilateral	\$367.50	\$	385.88
D1550	Recementation of space maint	\$78.75	\$	82.69
D2140	Amalgam-1 surf Prim/perm	\$119.70	\$	125.69
D2150	Amalgam-2 surf Prim/perm	\$138.60	\$	145.53
D2160	Amalgam-3 surf Prim/perm	\$182.70	\$	191.84
D2161	Amalgam-4 + surf Prim/perm	\$214.20	\$	224.91
D2330	Resin-one surf, anterior	\$126.00	\$	132.30
D2331	Resin-two surf, anterior	\$151.20	\$	158.76
D2332	Resin-three surf, anterior	\$189.00	\$	198.45
D2335	Resin-4 + surf, anterior	\$214.20	\$	224.91
D2390	Resin composite crown, anterior	\$315.00	\$	330.75
D2391	Resin composite 1 s, posterior	\$157.50	\$	165.38
D2392	Resin composite 2s, posterior	\$195.30	\$	205.07
D2393	Resin composite- 3s, posterior	\$239.40	\$	251.37
D2394	Resin composite-4+s, posterior	\$302.40	\$	317.52
D2920	Recement crown	\$78.75	\$	82.69
D2930	Prefab stain steel crn-primary	\$270.90	-	284.45
D2931	Prefab stain steel crown-perm	\$308.70	-	324.14
D2932	Prefabricated resin crown	\$321.30	-	337.37
D2933	Prefab stl crown w/resin window	\$315.00	-	330.75
D2940	Sedative fillings	\$126.00	\$	132.30

D2950	Crown buildup, including any pins	\$214.20	\$ 224.91
D3110	Pulp cap - direct, (+rest)	\$81.90	\$ 86.00
D3120	Pulp cap -indirect, (+rest)	\$63.00	\$ 66.15
D3220	Therapeutic-pulpotomy (exe res)	\$170.10	\$ 178.61
D3230	Pulpal therapy-anterior, primary	\$201.60	\$ 211.68
D3240	Pulpal therapy-posterior, primary	\$296.10	\$ 310.91
D3310	Root canal therapy - anterior	\$567.00	\$ 595.35
D3320	Root canal therapy - bicuspid	\$819.00	\$ 859.95
D3330	Root canal therapy - molar	\$882.00	\$ 926.10
D4341	Perio scale & root pin 4 + per quad	\$220.50	\$ 231.53
D4342	Perio scale & root pin 1-3 quad	\$163.80	\$ 171.99
D4355	Full mouth debridement, eval/diag	\$136.50	\$ 143.33
D7140	Extract, erupted th/exposed rt	\$126.00	\$ 132.30
D7210	Extractions-surgical/erupt tooth	\$299.25	\$ 314.21
D7220	Extraction-impacted/soft tis	\$252.00	\$ 264.60
D7510	Incis&drain abscess-intra soft	\$264.60	\$ 277.83
D7910	Suture of small wounds t 5cm	\$183.75	\$ 192.94
D9230	Analgesia	\$84.00	\$ 88.20
TopFlVarnish	Topical fluoride varnish	\$52.50	\$ 55.13

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: 1/24/22

SUBJECT: Purchase of Three (3) Dodge Ram 1500 for Sheriff's Office

In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Ilderton Chrysler Dodge Jeep Ram has agreed to extend to the County the same price and terms set forth in their contract with the North Carolina Sheriff's Association (Contract #22-08-0913) for the purchase of three (3) vehicles. Item 150, Stellantis, Ram 1500 Special Service Crew Cab 4x4 5.7L Hemi V8, DS6T98 for \$31,337 each plus \$200 for color upgrade. The total cost of vehicles is \$94,211.

Attached is the awarded Dealers page from the NCSA Bid Award and pricing sheets for the vehicles from Ilderton Chrysler Dodge Jeep Ram. The NCSA bid documents are on file in the Purchasing Office. The purchase of the vehicles is within the approved fiscal year 2022 budget.

The Sheriff and the Purchasing Director recommend that the contract be awarded to Ilderton Chrysler Dodge for purchase three (3) Dodge Ram 1500 trucks from the North Carolina Sheriff's Association Contract for an amount not to exceed \$94,211.

ATTACHMENTS:

Description	Upload Date	Type
Quote	1/24/2022	Cover Memo
NCSA Bid Award	1/24/2022	Cover Memo

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





12/22/2021

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Buyer:	ROWAN COUNTY SHERIFF OFFICE	Cell:					
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	JA DAVIS			-		I.	
Phone:	(704) 216-8697	Phone:				Į.	
	james.davis@rowancountync.gov	Fax:			-	i	-
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VEHICLE	RAM 1500 CREW CAB 4X4 SSV 57" BED	Make:)) 45
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1/19/22, 10:03 AM Award Report

Bid Award

Contract: 22-08-0913, Vehicle and Motorcycle Procurement

Group: Special Service Vehicles

Item: 150, Stellantis, Ram 1500 Special Service Crew Cab 4X4 5.7L Hemi V8, DS6T98

Description: Manufacturer's standard base model specifications and current model year for model/model number

listed.

Model Upgrade/Downgrade: There are no models offered as a model upgrade/downgrade for this vehicle.

Zone	Rank	Vendor	Price	Percent (Taken off MSRP for options)	Build File	Options File
20110	IXAIIK	Veridei	1 1100		1 110	1 110
Appalachia	Primary	Ilderton Dodge Chrysler Jeep	\$31,337.00	6.00%	Build	Options
	Alternate	Ram, LLC	\$31,611.45	6.00%	Build	Options
		Performance CDJR				
Dogwood	Primary	Ilderton Dodge Chrysler Jeep	\$31,337.00	6.00%	Build	Options
	Alternate	Ram, LLC	\$31,531.45	6.00%	Build	Options
		Performance CDJR				
Cardinal	Primary	Ilderton Dodge Chrysler Jeep	\$31,337.00	6.00%	Build	Options
	Alternate	Ram, LLC	\$31,463.45	6.00%	Build	Options
		Performance CDJR				
Longleaf	Primary	Ilderton Dodge Chrysler Jeep	\$31,337.00	6.00%	Build	Options
Pine	Alternate	Ram, LLC	\$31,511.45	6.00%	Build	Options
		Performance CDJR				
No	Primary	Ilderton Dodge Chrysler Jeep	\$31,337.00	6.00%	Build	Options
Delivery	Alternate	Ram, LLC Performance CDJR	\$31,463.45	6.00%	Build	Options

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: 1/25/22

SUBJECT: Thermal Scanner for Whole Body Scanner

On September 7, 2021, the Board of Commissioners approved the purchase of a whole body scanner for the Sheriff's Office as Item V on the consent agenda. The Scanner has been installed and it was realized that it did not have the thermal scanner. This was an over-site by both the County and the vendor. The vendor is willing to split the cost of the thermal scanner that was part of the original quote from April 2021. The County will need to pay an additional \$5,000 to have the thermal scanner added to the whole body scanner. The original purchase of the scanner was not to exceed \$139,000 this will bring the total cost of the whole body scanner with thermal sensor to \$144,000 plus tax.

Attached is the agenda item from September 7, 2021 including quote, quote from April 2021 and the quote for the thermal scanner.

The Sheriff and Purchasing Director recommend that approval be given for the purchase of a thermal sensor from Tek-84, Inc. not to exceed \$5,000 plus tax.

ATTACHMENTS:

Description	Upload Date	Type
cover memo 9/7/21	1/25/2022	Cover Memo
9/7/21 agenda backup	1/25/2022	Cover Memo
April 2021 Quote	1/25/2022	Cover Memo
Thermal Senor quote	1/25/2022	Cover Memo

1/25/22, 2:09 PM Coversheet

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: 09/07/2021

SUBJECT: Purchase of Whole Body Scanner

In accordance with G.S. 143-129(e)(9a), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established by the United States of America or any federal agency, if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. S&R Investments of VA, LLC has agreed to extend to the County the more favorable pricing and terms set forth in their contract with General Services Administration (GSA) (Contract #GS-35F-250GA) for the purchase of Tek84 Intercept system with accompanying installation, warranty and training. The total cost for all of this purchase is \$139,000.

Attached is documentation from the awarded company and pricing sheets for the equipment from S&R Investments of VA, LLC. The GSA contract documents and other supporting documentation are on file in the Purchasing Office. The purchase of the equipment is within the approved fiscal year 2022 budget.

The Sheriff's Office and the Purchasing Department recommend that the contract be awarded to S&R Investments of VA, LLC for the purchase of Tek84 Intercept system with accompanying installation, warranty and training at a cost not to exceed \$139,000.

ATTACHMENTS:

DescriptionUpload DateTypeWhole Body Scanner8/27/2021Backup Material

S&R Investments of VA LLC

8213 Honeysuckle Rd., Manassas VA 20112 (202) 351-9495; jwh@sandrinvestments.com

26 August 2021

Ms. Anna Bumgarner Director of Purchsing Rowan County Detention Center 1115 West Liberty Street Salisbury, NC 28144

REF: "Rowan County Detention Center Body Scanning Project"- Intercept Quote Number: 2021-08-26

Dear Ms. Bumgarner,

S&R Investments of VA LLC is a Service-Disabled Veteran Owned Small Business currently offering the Tek84 products and services on its GSA Schedule contract number GS-35F-250GA. This letter is to offer you the Tek84 Intercept system with accompanying installation, Warranty and Training. Please see follow-on annexes for the letter of transmittal and specific proposal by Tek84 and S&R Investments of VA LLC

Payment for this proposal will be made to S&R Investments of VA LLC. Details of payment will be provided via separate correspondence upon acceptance of the proposal. Please reach out to the Tek84 Representative outlined in the proposal for any questions or contact me directly, at jwh@sandrinvestments.com of (202) 351-9495. We look forward to working with you and appreciate your business

Sincerely,

John W Halinski, CEO S&R Investments of VA LLC



26 AUGUST 2021

Ms. Anna Bumgarner
Director of Purchasing
Rowan County Detention Center
600 Old Colony Road
Selingrove, PA 17870

REF: "Snyder County Prison Whole Body Scanning Project" - Intercept Quote Number: 2021-08-26

Dear Ms. Bumgarner,

S and R Investments of VA LLA, a Service-Disabled Veteran Owned Small business, and Tek84 Inc., are pleased to submit our proposal for your consideration in response to your request for a whole-body security imaging system. This proposal is via the General Services Administration, GSA.

Tek84, Inc. is a privately U.S. owned technology company focused on engineering innovative approaches to traditional full-body imaging security solutions for the global security market. With manufacturing facilities in Poway, California, our purpose-built and customer-centric products are the only true 'made in the U.S.A.' body scanners on the market.

Intercept™ is the only scanner on the market that moves the imaging components vertically. Engineered to meet ANSI/HPS N43.17-2009, it operates based on Single Focal Beam technology which eliminates magnification and/or distortion of the image which is prevalent in older body scanning technologies and presents many advantages: the subject remains stationary, the scanner footprint is only one-third the size, the scan time is reduced from 9 seconds to 4 seconds and allows for 4-6 effective scans per minute.

The attached proposal includes one (1) Intercept System with a three (3) year Parts & Labor Warranty, Wall Mounted Slave Monitor, Installation and Training which can be purchased from GSA Contract # GS-35F-250GA, held by S&R Investments of VA LLC.

Thank you for your interest and consideration in this process, both S and R Investments and Tek84 are available to further discuss this proposal at your convenience.

Sincerely,		

John Halinski
CEO, S and R Investments of VA LLC
jwh@sandrinvestments.com
(202) 351-9495

Kevin Russeth President-Tek84 Kevin@tek84.com (858) 676-5382



26 August 2021

	Expiration Date:	September 30, 2021	GSA# GS-35F-250GA	Quote#: 2021-08-26	6
Qty	Par	t Number	Description	MSRP	Net Price
	1 SSD-017-1102	High Strength Alum 160Kv Monoblock C Ultra-compact 34" x <4 Second Scan Til Variable Scanning I Adheres to ANSI/HI Mobile Workstation 27" Mounted Touch Windows Operating One Million Image S	ne Dosage from .25uSv to 2.0uSv PS N43-17-2009 Regulations. Screen Monitor System Storage Capacity. uilt In Heavy Duty Caster System	\$225,000	\$139,000
1	SSD-017-9306	Duplicate Slave Mo	nitor – With Wall Mount		INC
1	INT- INSTALL	Installation and Calibr	ration		INC
1	INT- TRAINING		Operator Training-adhering to ANSI/ ction 8.1.5. Administrator, Super Use ng Programs.	r,	INC
1	INT-WARRANTY-3	Three (3) Year Parts of Installation .	and Labor on Entire System from time	;	INC
1	SHIPPING-1	Costs for shipping fro	m Poway, CA to Salisbury, NC		INC
		SITE SPE	CIAL PRICING	TOTAL: \$	139.000
By exec	ution of this Agreement by ar	authorized signature, the	R Investments of VA LLC 8213 H Customer agrees to purchase the Produms and Conditions available at www.Tek	cts specified subject to t	
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DAP: Terms: Taxes:	Net 30 Days fro		. Please provide a Tax-Exempt Certificate	if applicable.	
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Signatu	re:	Signature:	Signature	e:	
Date: _		Date:	Date:		





Date: ___

28 April 2021

High Strength Aluminum Unibody Frame 160Kv Monoblock Oil Cooled Generator Ultra-compact 34" x 72" footprint <4 Second Scan Time Variable Scanning Dosage from .25uSv to 2.0uSv Adheres to ANSI/HPS N43-17-2009 Regulations. Mobile Workstation 27" Mounted Touch Screen Monitor Windows Operating System One Million Image Storage Capacity. Transportable on Built In Heavy Duty Caster System 16 Million Gray Scale Levels 110V/15 A INT-13282 Infrared Cameras IncThermal Scanner INC SSD-017-9306 Duplicate Slave Monitor — With Wall Mount INC INT- INSTALL Installation and Calibration INC INT- TRAINING 3 Days On Site Initial Operator Training-adhering to ANSI/ HPS N43.17-2009 Section 8.1.5. Administrator, Super User, Standard User Training Programs. INT-WARRANTY-3 Three (3) Year Parts and Labor on Entire System from time of Installation . SHIPPING-1 Costs for shipping from Poway, CA to Salisbury, NC INC SITE PRICING TOTAL: \$149,000 AP: Destination: Rowan County Jali-NC		Expir	ation Date: Septen		Quote#:	2021-04-39
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26 August 2021

	Expiration Date:	September 30, 2021	GSA# GS-35F-250GA	Quote#: 2021-08-26
Qty	Part	Number	Description	MSRP Net Price
,	1 SSD-017-1102	High Strength Alum 160Kv Monoblock C Ultra-compact 34" x <4 Second Scan Tir Variable Scanning D Adheres to ANSI/HF Mobile Workstation 27" Mounted Touch Windows Operating One Million Image S	ne Dosage from .25uSv to 2.0uSv PS N43-17-2009 Regulations. Screen Monitor System Storage Capacity. uilt In Heavy Duty Caster System	\$225,000 \$139,000
1	SSD-017-9306	Duplicate Slave Mor	nitor – With Wall Mount	INC
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1	INT-WARRANTY-3	Three (3) Year Parts a of Installation .	and Labor on Entire System from time	e INC
1	SHIPPING-1	Costs for shipping from	m Poway, CA to Salisbury, NC	INC
		SITE SPEC	IAL PRICING	TOTAL: \$139,000
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Accepte Printed I	ed By: Name and Title:	Tek84: Printed Name a	S & R In	vestments: lame and Title: <u>John Halinski, CEO</u>
Signatur	re:	Signature:	Signature	e: globel
Date:		Date: 08/2	27/21 Date:(08/27/21



24 January 2022

	Expira	tion Date: March 2	5, 2022	Quote#: 2	2021-04-39-D
	Qty	Part Number	Description	MSRP	Net Price
1	INT-132	82	Infrared Cameras IncThermal Scanner		\$5,000
1	INT- INSTALL On-Site Installation and Calibration				INC
1	SHIPPING-1 Costs for shipping from Poway, CA to Salisbury, NC				INC
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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: 1/25/22

SUBJECT: Sole-Source Approval Tasers and Body Cameras for Sheriff's Office

Rowan County Sheriff's Department would like to enter into an agreement to purchase four (4) tasers and body cameras for the Warrant Squad in the Rowan County Sheriff's Office. This agreement will include storage of footage for 4 years. This agreement would be approved as a 'sole-source' per NCGS 143-129(e) (6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;

- 2. A needed product is available from only one source of supply; or
- 3. Standardization or compatibility is the overriding consideration

The County already has an existing contract with Axon so this agreement would be for standardization or compatibility as the overriding consideration. Below is a breakdown of the amount due and due date. The total cost of this agreement is \$32,706.85. (Year 1 includes plan and hardware.)

Plan Year	Date	Amount Due
Year 1 (FY22)	March 2022	\$5,233.15
Year 2 (FY23)	August 2022	\$9,157.85
Year 3 (FY24)	August 2023	\$9,157.85
Year 4 (FY25)	August 2024	\$9,158.00

Attached is the quote provided by Axon Enterprise, Inc that will be entered as a contract.

The Sheriff and Purchasing Director recommends that the Board of Commissioners authorize the County Manager to enter into a "sole-source" agreement with Axon Enterprise, Inc. for tasers and body cameras for the Warrant Squad for \$5,233.15 in FY22 and \$9,158 each year for FY23-FY25.

ATTACHMENTS:

Description

Upload Date

Type

quote

1/25/2022

Cover Memo



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255

United States
VAT: 86-0741227

Domestic: (800) 978-2737 International: +1.800.978.2737 Q-366673-44582.605DB

Issued: 01/21/2022

Quote Expiration:

Estimated Contract Start Date: 04/01/2022

Account Number: 110527

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-232 N Main St 232 N Main St Salisbury, NC 28144-4343 USA	Rowan County Sheriff's Office - NC 232 N Main St Salisbury, NC 28144-4343 USA Email:

PRIMARY CONTACT	SALES REPRESENTATIVE
Phone: (704) 216-8697 Email: james.davis@rowancountync.gov	Daniel Blair Phone: Email: dblair@axon.com Fax:

Quote Summary

Program Length	41 Months
TOTAL COST	\$32,706.85
ESTIMATED TOTAL W/ TAX	\$34,209.19

Discount Summary

Average Savings Per Year	\$2,578.33
TOTAL SAVINGS	\$8,809.30

Payment Summary

Date	Subtotal	Tax	Total
Mar 2022	\$5,233.15	\$240.37	\$5,473.52
Aug 2022	\$9,157.85	\$420.63	\$9,578.48
Aug 2023	\$9,157.85	\$420.63	\$9,578.48
Aug 2024	\$9,158.00	\$420.71	\$9,578.71
Total	\$32,706.85	\$1,502.34	\$34,209.19

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Quote Unbundled Price: \$41,515.34
Quote List Price: \$32,706.90
Quote Subtotal: \$32,706.85

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
OSP7	2021 - OFFICER SAFETY PLAN 7	4	41	\$212.71	\$159.00	\$159.00	\$26,075.95	\$1,198.89	\$27,274.84
A la Carte Hard	ware								
AB3C	AB3 Camera Bundle	4			\$699.00	\$699.00	\$2,796.00	\$195.72	\$2,991.72
AB3MBD	AB3 Multi Bay Dock Bundle	1			\$1,538.90	\$1,538.90	\$1,538.90	\$107.73	\$1,646.63
A la Carte Softv	vare								
73447	AWARE TO AWARE PLUS UPGRADE LICENSE	4	41		\$14.00	\$14.00	\$2,296.00	\$0.00	\$2,296.00
Total							\$32,706.85	\$1,502.34	\$34,209.19

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Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7	20060	TASER 7 HOLSTER - S.O. TECH, RIGHT HAND	4	03/01/2022
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	03/01/2022
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	03/01/2022
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	03/01/2022
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	03/01/2022
2021 - OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	8	03/01/2022
2021 - OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	8	03/01/2022
2021 - OFFICER SAFETY PLAN 7	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	4	03/01/2022
2021 - OFFICER SAFETY PLAN 7	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	4	03/01/2022
2021 - OFFICER SAFETY PLAN 7	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	8	03/01/2022
2021 - OFFICER SAFETY PLAN 7	75015	SIGNAL SIDEARM KIT	4	03/01/2022
2021 - OFFICER SAFETY PLAN 7	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	03/01/2022
2021 - OFFICER SAFETY PLAN 7	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	03/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	5	03/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	4	03/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	0	03/01/2022
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	5	03/01/2022
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	03/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	03/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	1	03/01/2022
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	03/01/2023
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	03/01/2023
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	03/01/2024
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	03/01/2024
2021 - OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	8	03/01/2024
2021 - OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	8	03/01/2024
2021 - OFFICER SAFETY PLAN 7	73309	AXON CAMERA REFRESH ONE	4	09/01/2024
2021 - OFFICER SAFETY PLAN 7	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	09/01/2024
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	03/01/2025
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	03/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	4	04/01/2022	08/31/2025
2021 - OFFICER SAFETY PLAN 7	73449	RESPOND DEVICE LICENSE	4	04/01/2022	08/31/2025
2021 - OFFICER SAFETY PLAN 7	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE-	4	04/01/2022	08/31/2025
2021 - OFFICER SAFETY PLAN 7	73687	EVIDENCE.COM VIEWER LICENSE	0	04/01/2022	08/31/2025
2021 - OFFICER SAFETY PLAN 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	4	04/01/2022	08/31/2025
A la Carte	73447	AWARE TO AWARE PLUS UPGRADE LICENSE	4	04/01/2022	08/31/2025

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Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	4	04/01/2022	08/31/2025
2021 - OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	0	04/01/2022	08/31/2025
2021 - OFFICER SAFETY PLAN 7	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	04/01/2022	08/31/2025
2021 - OFFICER SAFETY PLAN 7	80374	EXT WARRANTY, TASER 7 BATTERY PACK	4	03/01/2023	08/31/2025
2021 - OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	4	03/01/2023	08/31/2025
2021 - OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	0	03/01/2023	08/31/2025

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Payment Details

Mar 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
4 Year Plan	73447	AWARE TO AWARE PLUS UPGRADE LICENSE	4	\$367.36	\$0.00	\$367.3
4 Year Plan	AB3C	AB3 Camera Bundle	4	\$447.36	\$31.32	\$478.6
4 Year Plan	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$246.22	\$17.23	\$263.4
4 Year Plan	OSP7	2021 - OFFICER SAFETY PLAN 7	4	\$4,172.21	\$191.82	\$4,364.0
Total				\$5,233.15	\$240.37	\$5,473.5
Aug 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
4 Year Plan	73447	AWARE TO AWARE PLUS UPGRADE LICENSE	4	\$642.88	\$0.00	\$642.8
4 Year Plan	AB3C	AB3 Camera Bundle	4	\$782.88	\$54.80	\$837.6
4 Year Plan	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$430.89	\$30.16	\$461.0
4 Year Plan	OSP7	2021 - OFFICER SAFETY PLAN 7	4	\$7,301.20	\$335.67	\$7,636.8
Total				\$9,157.85	\$420.63	\$9,578.4
Aug 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
4 Year Plan	73447	AWARE TO AWARE PLUS UPGRADE LICENSE	4	\$642.88	\$0.00	\$642.8
4 Year Plan	AB3C	AB3 Camera Bundle	4	\$782.88	\$54.80	\$837.6
4 Year Plan	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$430.89	\$30.16	\$461.0
4 Year Plan	OSP7	2021 - OFFICER SAFETY PLAN 7	4	\$7,301.20	\$335.67	\$7,636.8
Total				\$9,157.85	\$420.63	\$9,578.4
Aug 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
4 Year Plan	73447	AWARE TO AWARE PLUS UPGRADE LICENSE	4	\$642.88	\$0.00	\$642.8
4 Year Plan	AB3C	AB3 Camera Bundle	4	\$782.88	\$54.80	\$837.6
4 Year Plan	AB3MBD	AB3 Multi Bay Dock Bundle		\$431.04	\$30.24	\$461.2
		2021 - OFFICER SAFETY PLAN 7		\$7.301.20	\$335.67	\$7,636.8
4 Year Plan	OSP7	2021 - OFFICER SAFETT FLAIN I	4	W1.JU1.ZU	9000.U1	

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Exceptions to Standard Terms and Conditions

This quote is co-termed with quote Q-320197 (executed contract #00064615). Year one has been pro-rated to 6 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 2/1/2022-2/15/2022.

Date Signed

1/21/2022

Signature



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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: 1/25/22

SUBJECT: The High Road, Inc Lease in West End Plaza

Attached is a draft lease for The High Road, Inc lease of the old Tsunami space in the WEP. Kenny Hardin has reviewed and approved the lease on his end, and the Board of Commissioners approved "entering into a lease" at its planning retreat on January 18, 2022. Also attached are the corporate Articles of Incorporation and IRS charitable designation documents.

Terms are:

One (1) year initial term, with 4 renewals of 1 year each;

\$1.00 per year lease rate;

Tenant pay its own utilities;

Tenant responsible for repair and upfits inside the space; and

County maintain exterior systems and roof.

The County Attorney and Purchasing Director recommend a motion to approve the attached Lease between Rowan County and The HG High Road, Inc. for 2700 square feet designated as space C-3 in the West End Plaza.

ATTACHMENTS:

Description	Upload Date	Туре
Draft Lease Agreement	1/25/2022	Cover Memo
Articles of Inc Hardin Group	1/25/2022	Cover Memo
IRS Notification Hardin Group	1/25/2022	Cover Memo
Tax ID Hardin Group	1/25/2022	Cover Memo

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF ROWAN

THIS LEASE AGREEMENT, made this the _____ day of ______, 2022 by and between Rowan County, a body politic, hereinafter called Landlord, and The HG High Road, Inc., a North Carolina non-profit corporation, hereinafter called Tenant:

WITNESSETH:

Subject to the terms and conditions and mutual promises hereinafter set forth, the Landlord hereby demises and lets and the Tenant hereby rents and hires from said Landlord the following described premises located in Salisbury, Rowan County, North Carolina:

That certain property known and identified as: Approximately 2700 square feet designated as Space C3 and located within Landlord's building known as the West End Plaza and located on Jake Alexander Boulevard, Salisbury, Rowan County, North Carolina.

TO HAVE AND TO HOLD the same and the privileges and appurtenances thereunto in any wise pertaining to the said Tenant and to be used by Tenant for the purpose of operating a veterans support program in accordance with its non-profit purposes, and for such purposes as are usual and customary in the conduct of such business and for no other purpose or purposes for the term of one (1) year (plus the fractional portion, if any, of the month during which the lease commences) beginning on the commencement date as hereinafter set forth.

- 1. <u>Commencement Date and Rental</u>. The lease term hereof shall begin and rent shall commence to accrue on the ____ day of ________, 2022.
- (a) <u>Rent</u>. Tenant agrees to pay to Landlord as annual rent hereunder the sum of One Dollar (\$1.00) per year, payable on or before the first day of each calendar year.
- (b) <u>Late Payments and Interest</u>. If Tenant shall fail to pay, when the same is payable, any charges or payments required to be paid by Tenant hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of 18% per annum (but no less than \$50.00, to cover Landlord's administrative expenses), and Tenant shall reimburse Landlord for reasonable attorney's fees, if any, incurred by Landlord by reason of default by Tenant.
- 2. Option to Extend. Tenant shall have the option to extend the term hereof for four (4) additional terms of one (1) year each. Provided, however, during the Initial Term or any extension thereof, Landlord may, in its sole discretion, provide ninety (90) days written notice to Tenant of Landlord's intent to terminate this Lease, and Tenant shall vacate the property without recourse prior to the end of the notice period. Any extension shall be on the following terms and

conditions:

- (a) No default is existing or continuing in the performance of any of the terms of this lease.
- (b) The extended term shall be on the same terms, covenants, and conditions as provided in this lease except that there shall be no privilege to extend the term of this lease for any period beyond the expiration of the fourth extended term.
- (c) Tenant hereby agrees to provide Landlord with any and all changes in the scope or purpose of the designated program described above, including changes in its governing board, bylaws or general governance documents.
- (d) Tenant shall maintain updated records of directors, officers, employees and volunteers with Landlord, including relevant contact information for each.

Tenant shall exercise its right to an extension in the following manner.

- (a) Tenant shall notify Landlord in writing of its election to exercise the right to extend the term of this lease for the first or any subsequent extended terms, as the case may be, at least Ninety (90) Days prior to the expiration of the Initial Term or a subsequent extended term.
- (b) On the giving of such notice of election, the lease, subject to the terms of this provision, shall be deemed to be extended and the term thereof extended for a period of one year from the date of expiration of the Initial Term or any extended term during which such notice is given, as the case may be, without the execution of any further lease or instrument.
- 3. Taxes, Insurance, Repairs and Maintenance, and Utilities.
 - A. Taxes. Landlord shall pay all real property taxes and general and special assessments ("real property taxes") levied and assessed against the building, other improvements, and land of which the premises are a part, including any and all business listing taxes for personal property located on the demised premises.
 - B. Insurance. Landlord shall keep in full force and effect a policy of fire and extended coverage insurance covering loss or damage to the Demised Premises in the amount of one hundred percent (100%) of the full replacement value of (i) the Building, exclusive of excavation, footings and foundations, and (ii) the Other Improvements on the Demised Premises, with a commercially reasonable deductible, for which Landlord shall be fully

responsible.

Tenant, at its cost, shall maintain public liability and property damage insurance with liability limits of not less than \$500,000 per person and \$1,000,000 per occurrence, and property damage limits of not less than \$100,000 per occurrence, with an aggregate coverage of \$200,000 insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises. Further, Tenant shall maintain insurance on its personal property, equipment and inventory located within the Demised Premises adequate for its purposes and without recourse against Landlord for its destruction.

All public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of paragraph 11. Tenant agrees that, at least every two years, it will review the amount of its public liability and property damage insurance coverage and that it will make appropriate increases in the foregoing required coverage as appropriate to assure reasonable and adequate coverage limits.

If during the term of this Lease the demised premises are used by the Tenant for any purpose or in any manner that causes an increase in the rates of Landlord's all risk and/or public liability insurance, the Tenant will pay the additional premium caused thereby.

All the insurance required of Tenant under this lease shall contain an endorsement requiring thirty days' written notice from the insurance company to both parties and Landlord's lender, if any, before cancellation or change in the coverage, scope or amount of any policy. All such insurance shall name Landlord as an additional insured. A certificate of the policy, together with evidence of payment of premiums, shall be deposited with the Landlord at the commencement of the term, and on renewal of the policy not less than five days before expiration of the term of the policy. If such policy is terminated, Landlord shall have the right to obtain adequate insurance for Tenant and chargeback Tenant any reasonable insurance premiums incurred.

C. Repairs and Maintenance. During the term of this lease it shall be the duty of the Tenant to make all repairs to the interior of the leased premises, said duty to include responsibility for painting, electrical maintenance, plumbing, windows, and lights of the leased premises.

It shall during the term of this Lease and any extensions thereof, be the sole duty of Landlord to make any necessary repairs to the outside walls, roof, HVAC and structural portions of the leased premises except for any such repairs made necessary by the fault, act or negligence of Tenant or its servants, employees, agents, customers or invitees in which case Tenant shall be responsible for said repairs

- D. Utilities. Tenant shall pay for its own fuel, water, electricity and utilities and all other services and maintenance for the interior of the demised premises.
- 4. <u>Care of Premises</u>. The Tenant shall take good care of the premises hereby leased or demised, including maintaining the demised premises in a clean and orderly manner. At the end or other expiration of the term of this lease, Tenant shall deliver up said premises in good order and condition, ordinary wear and tear excepted. If Tenant should fail to deliver up said premises in good order and condition, Landlord may have necessary work performed to render the premises in good order and condition, and Tenant agrees to compensate Landlord for such service.
- 5. <u>Alterations and Additions</u>. Tenant shall undertake at its sole cost and expense Initial Alterations to the demised premises pursuant to plans submitted in advance to and approved by Landlord prior to commencement of Initial Alterations. The Tenant shall not make any further alterations, additions or improvements, including major electrical wiring changes, to the premises hereby leased and demised without first obtaining from the Landlord its written consent, and all alterations, additions or improvements made by the Tenant during the course of its occupancy or the term of this lease shall inure to the benefit of and be the property of the Landlord upon the termination and end of this lease and shall be surrendered with the premises when the same are surrendered by the Tenant to the Landlord. With regard to any alterations, additions or improvements made without Landlord's consent, Landlord shall have the option upon the termination and end of this lease to accept such alterations, additions or improvements or to require Tenant to restore the premises to their condition prior to said alterations, additions or improvements.
- 6. Compliance with Laws, Rules and Regulations. The Tenant, at its own cost and expense, shall comply with all rules, regulations and requirements of Landlord relating to the West End Plaza, as well as of the State and City Government or of the Government of the United States, or any of the departments or bureaus thereof, applicable to the leased or demised premises for the prevention or abatement of nuisances or other matters arising out of the manner of the occupancy of said premises during the said term, and the said Tenant shall moreover comply with all reasonable rules and regulations of the Landlord with respect to the management and use of said premises. As may be necessary from time to time, Landlord may provide written rules and regulations regarding parking.
- 7. <u>Inspection</u>. The Tenant agrees that the Landlord and its agents or other representative shall have the right to enter upon the premises hereby leased or demised, or any part thereof, at all reasonable hours for the purpose of examining the same.

- 8. <u>Continuation of Business</u>. In the event that Tenant should discontinue its business in the demised premises for more than sixty days, unless said discontinuance is pursuant to Tenant's bona fide program of remodeling or other improvement of the premises for continuing its business therein, then Landlord shall have the option to terminate this Lease Agreement.
- 9. <u>Glass Breakage</u>. It is specifically understood and agreed that Tenant shall be responsible for all glass breakage except such breakage as may be covered under the fire and extended coverage insurance policy or policies carried by Landlord.
- 10. <u>Indemnity</u>. Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on, or about the demised premises, including loading and unloading and sidewalk areas, except that Tenant shall not be liable for damage resulting from Landlord's gross negligence or willful misconduct. A party's obligation under this paragraph shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the other party.
- 11. <u>Waiver of Subrogation</u>. The parties release each other and their respective authorized representatives from any claims for damage to any person or to the premises and the building and other improvements in which the premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this lease.

12. <u>Destruction by Fire or Casualty</u>. If, during the term, the premises or the building and other improvements in which the premises are located are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, Landlord shall restore the premises or the building and other improvements in which the premises are located to substantially the same condition as they were in immediately before destruction, if the restoration can be made under the existing laws and can be completed within 180 working days after the date of the destruction; provided, however, Landlord shall not be obligated to restore Tenant's fixtures, personal property, or improvements or alterations made by Tenant. Such destruction shall not terminate this lease. During the time required for restoration of all or any portion of the leased premises, Lessee shall not be required to pay rental for the portion of the premises not suitable for occupancy.

If the restoration cannot be made in the time stated above, then within fifteen days after the Landlord notifies Tenant that the restoration cannot be made in the said stated time, Tenant may terminate this lease immediately by giving written notice to Landlord. If Tenant fails to terminate this lease and if restoration is permitted under the existing laws, Landlord, at its election, may either terminate this lease or restore the premises or the building and other improvements in which the premises are located within a reasonable time and this lease shall continue in full force and effect. If the existing laws do not permit the restoration, either party may terminate this lease immediately by giving notice to the other party.

- 13. <u>Adequate Parking</u>. Landlord agrees to provide adequate parking on said premises for customers, employees, and delivery trucks.
- 14. <u>Signs and Exterior Space</u>. Tenant agrees that no signs or other advertising matter shall be painted or attached to the outside walls of the leased premises or otherwise placed on the outside of the leased premises without the written consent of the Landlord. It is specifically agreed that all outside signs and decorations of every kind and nature must first be approved by Landlord before being placed on the leased premises. Use of space outside of the store building, whether under the canopy or elsewhere, shall only be by and with the written consent of the Landlord. No signs shall be attached or posted to the front windows without prior written consent of Landlord. No vending machines shall be permitted outside the store building without prior written consent of Landlord.
- 15. <u>Trade Fixtures</u>. It is understood and agreed that Tenant may install such fixtures and appliances as may be necessary for the proper conduct of its business and at the expiration of this lease may remove any and all such removable fixtures with the exception of automatic doors, air conditioning, heating, plumbing, electrical and lighting equipment or fixtures, provided that Tenant shall repair any damage caused by such removal.
- 16. Quiet Enjoyment. The Landlord hereby agrees that the Tenant, upon paying the rent as hereinbefore stipulated and performing all of the stipulations, agreements, and covenants, shall and may peaceably and quietly have, hold and enjoy said premises during said term, free from the adverse claims of any person, firm or corporation, and the Landlord will pay all taxes and assessments that shall be lawfully levied upon the same except such taxes as those for which the Tenant shall be primarily liable.
- 17. <u>Default</u>. If Tenant shall continue in default in payment of any rental or other sum of money becoming due hereunder for a period of ten days after the due date therefor; or, if Tenant shall default in the performance of any other covenant of this Lease and does not remedy such default within thirty days after written notice thereof or does not within such thirty day period commence such act or acts as shall be necessary to remedy such default, and complete such act or acts promptly; or, if Tenant shall become insolvent or be adjudicated bankrupt, or file in any court a petition in bankruptcy or other debtor proceedings, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of

Tenant; or, if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the benefit of creditors; or, if Tenant shall vacate or abandon the demised premises or any substantial part thereof, or suffer the lease to be taken or encumbered under any legal process and such taking or encumbrance is not dissolved within twenty days; then, in any such event, Landlord shall have the right and option to terminate this Lease and shall have the immediate right of re-entry to remove all persons and property from the demised premises and dispose of or store such property as it sees fit, all without resort to legal process and without being deemed guilty of trespass.

Landlord may relet the premise or a portion of the premises for any reasonable use, and Landlord shall be entitled to recover from Tenant an amount equal to the amount of all rents reserved under this Lease, less the net rent, if any, collected by the Landlord on reletting the demised premises. Net rent collected on reletting by the Landlord shall be computed by deducting from the gross rent collected all expenses incurred by the Landlord in connection with the reletting of the premises, including broker's commissions and the cost of repairing, renovating or remodeling said premises. In the event of termination upon Tenant's default, the monthly rent to be paid by the Tenant shall (for the purposes of this section) be deemed to be a sum equal to the average total rent for the immediate preceding six months.

- 18. Remedies Cumulative Nonwaiver. No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Landlord or Tenant may be exercised from time to time as often as occasion may arise, or as may be deemed expedient. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence thereto.
- 19. Eminent Domain. If the nature, location or extent of any proposed taking by eminent domain affecting the building is such that the Landlord elects in good faith to demolish all or substantially all of the buildings, then the Landlord may terminate this lease by giving at least six (6) months written notice of termination to the Tenant at any time after such condemnation, and this lease shall terminate on the date specified in such notice. Tenant hereby expressly waives all rights to an award resulting from an eminent domain action affecting the building, except the right to receive compensation or damages for its loss of business and its fixtures or personal property.
- 20. <u>Subordination</u>. Tenant agrees that this lease shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the demised premises by the Landlord; and Tenant agrees, upon demand, without cost, to execute any instrument as may be required to effectuate such subordination, provided however, as a condition to this subordination provision, the Landlord shall obtain from

any such mortgagee an agreement in writing, which shall be delivered to Tenant, providing in substance that, so long as Tenant shall faithfully discharge the obligations on his part to be kept and performed under the terms of this lease, his tenancy shall not be disturbed, nor shall this lease be affected by any default under such mortgage, and in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive, and this lease shall in all respects continue in full force and effect, provided however, that Tenant fully performs all of its obligations hereunder.

- 21. <u>Confidentiality</u>. Tenant will not divulge, or allow its employees or representatives to divulge, any of the terms or conditions of this lease agreement, other than as may be required pursuant to North Carolina public records laws.
- 22. <u>Assignment or Sublease</u>. Tenant shall not assign this agreement nor relet the premises or any part thereof.

Tenant shall not occupy or use or permit or suffer to be occupied or used the premises hereby leased or demised for any business or purpose deemed disreputable in any manner, or extra-hazardous on account of fire. Any levy or sale by way of lawful execution or other legal process or any transfer or sale in bankruptcy or insolvency or under compulsory procedure of law shall be deemed an assignment within the meaning and terms of this lease.

23. <u>Notices</u>. Whenever notice shall be given by either party to the other, notice shall be in writing addressed to the address of the party being notified at the address set forth in this agreement or to such other address as a party may from time to time designate by notice to the other party. Notice may be given by hand delivery, express service, electronic means, or by postage paid certified or registered mail with return receipt requested. Notice given by hand delivery, express service or electronic means shall be deemed to have been given upon receipt by the party being notified. Notice given by certified or registered mail shall be deemed to have been given at the time of receipt or rejection or three (3) days after such notice is first unclaimed.

Lessor: Rowan County

ATTN: County Manager 130 West Innes Street Salisbury, NC 28144

Lessee: The HG High Road, Inc.

ATTN: Kenneth L. Hardin

107 Willow Road Salisbury, NC 28147

- 24. Estoppel Certificate. Within ten days after request therefor by Landlord or any mortgagee or trustee under a mortgage or deed of trust covering the demised premises, or if, upon any sale, assignment or other transfer of the demised premises by Landlord, an estoppel certificate shall be required from Tenant, Tenant shall deliver in recordable form a statement to any proposed mortgagee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease Agreement, including without limitation (if such be the case) that this Lease Agreement is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, and that there are no defenses or offsets to the Lease Agreement claimed by Tenant.
- 25. <u>Waiver</u>. The waiver by Landlord of any covenant or agreement set forth in this Lease shall not be deemed to be a waiver of any subsequent breach or any other covenant or agreement of this Lease. Acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant (except Tenant's failure to pay the particular rent so accepted), regardless of Landlord's knowledge of such a preceding breach at the time the rent is accepted.
- 26. <u>Singular and Plural</u>. When required by the context of this lease, the singular shall include the plural.
- 27. <u>Joint and Several Obligations</u>. If more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.
- 28. <u>Paragraph Titles</u>. The paragraph titles appearing in this lease are for reference only and shall not be considered a part of this lease or in any way modify, amend or affect the provisions thereof.
- 29. Complete Agreement and Effect. This written lease contains the complete agreement of the parties with reference to the leasing of the demised premises. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties. It is understood and agreed that the stipulations, agreements and covenants herein contained are binding upon the parties hereto and their respective heirs, successors and permitted assigns.
- 30. <u>Applicable Law</u>. This lease is executed pursuant to the law of North Carolina, and all interpretations shall be under and pursuant to the laws of North Carolina.
- 31. <u>Short Form</u>. Lessor and Lessee agree that, at any time on request of either, a short form of this lease will be executed in form permitting its recording.
 - 32. <u>Partial Invalidity</u>. If any provision of this Lease or the application thereof to any

person or circumstance shall be deemed invalid or unenforceable, the remainder of this Lease and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

{Signature Page Follows}

IN TESTIMONY WHEREOF, each of the said parties has caused these presents to be duly signed and executed the day and year set forth herein, this contract being executed in duplicate originals, one of which is retained by each of the parties.

SOSID: 2108434

Date Filed: 1/11/2021 9:42:00 AM Elaine F. Marshall North Carolina Secretary of State

C2021 008 11068

State of North Carolina Department of the Secretary of State

ARTICLES OF INCORPORATION NONPROFIT CORPORATION

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1.	The name of the nonprofit corporation	The HG High Road, Inc.		
2. 🚺	(Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).			
3.	The name of the initial registered age	nt is: Kenneth L. Hardin		
4.	-	nitial registered agent's office of the corporation is:		
	Number and Street: 107 Willo	w Road		
	City: Salisbury State: No	Zip Code: 28147 County: Rowan		
	The mailing address if different from the street address of the initial registered agent's office is:			
	Number and Street or PO Box: PO	Box 3101		
		Z Zip Code: 28145 County: Rowan		
5.	The name and address of each incorporator is as follows:			
	Name	Address		
	Kenneth L. Hardin	107 Willow Rd. Salisbury, NC 28147		
		:		
6.	(Check either "a" or "b" below.)			
	a. The corporation will have m	embers.		
	b. The corporation will not have			
_		,		
7.	Attached are provisions regarding the	distribution of the corporation's assets upon its dissolution.		

8. Any other provisions which the corporation elects to include are attached.

	Principal Office Telephone 1		(704) 74	3-8583	
	Principal Office Telephone 1	Number: _ \/\/illov	, Road		
	Number and Street: 107	VVIIIOV	Titoau	00447	D
	City: Salisbury State	te: NC	_ Zip Code: _	28147 County:	Rowan
	The mailing address if differ	ent from t	he street addi	ress of the principal	office is:
	Number and Street or PO Bo	x: PO	Box 310)1	
	City: Salisbury Stat				Rowan
	J		p		**************************************
10.	(Optional): Listing of Officers	(See instr	uctions for wl	hy this is important)	
	Name	A	ddress	4 W	Title
11.		ice will e-r he e-mail p	nail the busing orovided will:	ess automatically at not be viewable on t	the address provided at no charge the website. For more information ocument.
11.	The Secretary of State's Offi when a document is filed. T	ice will e-r he e-mail p offered, pl	nail the busing provided will ease see the in	ess automatically at not be viewable on t nstructions for this d	he website. For more information ocument.
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NOTES:

^{1.} Filing fee is \$60. This document must be filed with the Secretary of State.

Distribution Upon Dissolution

Upon the dissolution of The HG High Road, Inc., the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, or literary purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code as the Board of Directors shall determine, or to federal, state, or local governments to be used exclusively for public purposes. Any such assets not so disposed of shall be disposed of by the Superior Court of Rowan County, exclusively for such purposes or to such organizations, such as the court shall determine, which are organized and operated exclusively for such purposes, or to such governments for such purposes.



HIGH ROAD C/O KENNETH L HARDIN 107 WILLOW RD SALISBURY, NC 28147 Date:

05/22/2021

Employer ID number:

86-1239517

Person to contact:

Name: Customer Service

ID number: 31954

Telephone: (877) 829-5500

Accounting period ending:

December 31

Public charity status: 170(b)(1)(A)(vi)

Form 990 / 990-EZ / 990-N required:

Yes

Effective date of exemption:

January 11, 2021

Contribution deductibility:

Yes

Addendum applies:

No

DLN:

26053422001591

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations

stephene a martin

Rulings and Agreements

HIGH ROAD

O BOX 3101

Form: SS-4

1-800-829-4933

86-1239517

Number of this notice: CP 575 E

For assistance you may call us at:

Date of this notice: 01-05-2021

Employer Identification Number:

KENNETH L HARDIN SALISBURY, NC 28145

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: 1/24/22

SUBJECT: Records Loan Agreement with Salisbury Post

The library is collaborating with the Salisbury Post newspaper on a large-scale digitization project to preserve the Salisbury Post morgue. The morgue is the newspaper's physical archive of documents, photographs and newspaper clippings utilized by reporters as reference material. Materials go back as far as the 1930s.

The proposed Records Loan Agreement between Rowan County and Salisbury Newsmedia, LLC will allow for the library to archive morgue documents, photographs, and newspaper articles of historic value for purposes of digitizing, scanning and otherwise preserving copies thereof for the library's Edith M. Clark History Room and future use by the public. Additionally, this agreement will better enable the library to qualify and apply for grants to offset costs of this significant digitization project.

County Attorney Jay Dees worked with Salisbury Post legal staff on this final version (attached). On December 23, 2021, the President and Publisher of Salisbury Newsmedia, LLC signed the final version.

This agreement is not obligating the County to cover any expenses. The County would only incur cost if it chooses to outsource digitization of documents. At that time the County would appropriate funds, most likely from a grant.

1. The Library Services Director, Purchasing Director and County Attorney ask the Board of Commissioners to authorize the County Manager to sign the Records Loan Agreement with Salisbury Newsmedia, LLC.

ATTACHMENTS:

DescriptionUpload DateTypeRecords Loan Agreement1/25/2022Cover Memo

RECORDS LOAN AGREEMENT

BETWEEN THE SALISBURY POST AND ROWAN COUNTY PUBLIC LIBRARY

In consideration of the mutual arrangements and obligations set forth herein, Salisbury Newsmedia, LLC d/b/a The Salisbury Post ("Lender") and Rowan County, a body politic and its department the Rowan County Public Library (collectively the "Borrower") agree to the following terms and conditions:

PURPOSE

Lender owns an archive of documents, photographs, and newspaper articles of historic value ("Records") that it wishes to loan and make available to Borrower for the purposes of digitizing, scanning and otherwise preserving copies thereof for Borrower's History Room and future use by the public. Borrower maintains a History Room with a current substantial inventory of documents, maps, records and the like that are available to the public for academic and general research and review. The parties agree that Lender's records have such value that they should be preserved and digitized before they deteriorate.

CARE, PRESERVATION, AND ARCHIVING

- 1. Due to the large storage and anticipated difficulty of temporarily relocating the Records, Lender shall make all Records available to Borrower by allowing Borrower access to its business premises at 131 West Innes Street, Salisbury, NC 28144 at such reasonable hours as the parties may agree. Further, and to the extent Borrower has to lease specific equipment to accomplish the goals of this Agreement, Lender may grant additional access after business hours in order to accommodate the lease schedule.
- 2. Lender expects the Borrower will give the Records the same level of care as it does its own and Borrower will use standards customary for the industry to protect the Records while in the Borrower's custody.
- 4. Because it will be impractical to inventory the entire collection of Records in advance of beginning the archiving process, evidence of any previously existing damage will be documented and photographed and reported immediately to the Lender.
- 4. No alteration, restoration, or repair of loaned Records will be undertaken without the written authorization and approval of the Lender.
- 5. Any Records that the parties agree need to be removed to another location for archiving purposes shall be so moved by mutual agreement and standards of care for removal and return.

REPRODUCTION

1. The loaned Records may be photographed by the Borrower for educational and archiving purposes. Lender hereby authorizes Borrower to retain archived copies of all Records and subsequently allow reproduction of the same for purposes consistent with this Agreement; provided however, Lender's prior authorization is required by any third party intending to reproduce Records for any further publication or commercial use.

TERM

- 1. The parties agree that it is difficult to place a timeline on this archiving effort based on availability of funds and the time necessary to archive individual documents and records. Therefore, the Term shall be for an initial period of THREE (3) YEARS, and may be extended as needed by amendment executed between the parties.
- 2. This Agreement may be terminated at any time by mutual agreement or by either party upon THIRTY (30) days notice to other party of its breach of any term herein; provided, however, the other party shall have had prior notice of the breach and at least FIFTEEN (15) days to cure the same.

MISCELLANEOUS

- 1. The Borrower shall maintain general liability and workers comp insurance for its employees or agents performing the work contemplated herein while on Lender's premises, and Borrower shall provide certificates of such coverage upon request by Lender.
- 2. Borrower may apply for grants to offset the costs of this important archiving effort as if it is the owner of all such Records. This Agreement is intended to give Borrower full and complete access to all Records of historic importance held by Lender. Lender will in good faith support and execute any grant applications submitted in furtherance of the intent herein.
- 3. This Agreement shall be governed by the laws of the State of North Carolina and jurisdiction shall be in Rowan County, North Carolina.
- 4. Any modification or amendment to the terms herein shall be in writing and executed by both parties.

This the day of	, 2021.	
Rowan County, a body politic	Salisbury Newsmedia, LLC	
BY:	BY:	

Its: Manager/Chairman	Its:
6	

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- 3. This Agreement shall be governed by the laws of the State of North Carolina and jurisdiction shall be in Rowan County, North Carolina.

4. Any modification or amendment to the	e terms herein shall be in writing and executed by be	oth
parties.		oui
This the 2 day of December	, 2021.	

Rowan County, a body politic

BY:

Salisbury Newsmedia, LLC

BY:

John Can Precident a Publisher

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 DATE: 12/26/2021

SUBJECT: Request for Property Access

This agreement authorizes the NC Dept. of Environmental Quality (Pre-Regulatory Landfill Unit) and assigned subcontractors to access Rowan County parcel ID 462 012 adjacent to the Mid Carolina Airport to conduct environmental research.

It is the recommendation of the Rowan County Dept. of Environmental Management to authorize this access agreement in an effort to comply and assist with NCDEQ regulatory compliance and research.

ATTACHMENTS:

DescriptionUpload DateTypeRequest for Access parcel 462 0121/26/2022Cover Memo



ROY COOPER

MICHAEL SCOTT

January 12, 2022

Rowan County 130 West Innes Street Salisbury, NC 28144

Re: Request for Property Access

Parcel ID number 462 012; Property Identification Number 5649-02-76-6487; 18.67

acres

Immediately East of Grants Creek

Rowan County, NC 28147

To whom it may concern:

The North Carolina General Assembly created a program to assess and remedy public health and environmental hazards posed by old landfills and dumps that existed before there were regulations preventing hazardous materials dumping. The Pre-Regulatory Landfill (PRLF) Unit in the Inactive Hazardous Sites Branch oversees this program. This letter is to make you aware of this program and to request your cooperation in relation to the State conducting sampling and risk-based mitigation of environmental contamination on your property.

Prior to the passage of North Carolina General Statute 130A-310.6(c) that created the PRLF Program, owners and operators of the landfill property and other responsible parties were obligated to fund any required assessment and abatement actions to address the public health and environmental hazards posed by these sites. Under the authorizing legislation, as long as owners fully cooperate with the State in its performance of this work and monies are available, the owner will not have to conduct the work at their expense. A state-wide disposal tax is used to pay for these expenses.

Owner cooperation with contaminant assessment and implementation of remedial action mitigation measures includes, but is not limited to, granting access to the property, allowing installation of groundwater monitoring wells and landfill gas probes, allowing installation and maintenance of improvements to the landfill cap, allowing installation of security measures, agreeing to allow recordation of and compliance with land-use restrictions, and providing access to any records regarding the landfill. If a property owner or responsible party fails to fully cooperate with the assessment of the site and implementation of control and mitigation measures, the State may seek recovery for any costs incurred to address the site.

Please note that NC DEQ staff are authorized to enter any property at reasonable times for the purpose of investigating a release of hazardous substances or the condition of any waters of the State, including groundwater, pursuant to sections 143-215.3(a)(2) and 143-215.79 of the North Carolina General Statutes. Preventing NC DEQ from accessing property in order to evaluate or address contamination



can in some cases result in the property owner being held responsible for addressing the contamination. In many cases those costs can be quite substantial.

I would like to arrange a meeting with you (over the phone) to answer any questions you may have, develop a schedule for property access, and provide general information about what to expect during the assessment phase.

Please sign the enclosed form and return them within 10 days to:

Kevin Arnold Pre-Regulatory Landfill Unit Inactive Hazardous Sites Branch, NC Superfund Section 1646 Mail Service Center Raleigh, NC 27699-1646

A pre-addressed and stamped envelope is enclosed for your convenience, or you may submit the signed document electronically at the following email: kevin.arnold@ncdenr.gov

Please call me at (919) 218-1258 with any questions you have regarding this request. If you can only call after hours, you can leave a message with your phone number and a time you can be reached. Your cooperation will be very much appreciated.

Sincerely,

Kevin Arnold, Project Manager Division of Waste Management, NCDEQ

Enclosures - Owner Permission for Property Access





ROY COOPER
Governor

MICHAEL SCOTT

Owner Permission for Property Access

Rowan County Landfill NCD980557748

Parcel Identification Number – 462 012; PIN 5649-02-76-6487 Rowan County, North Carolina

I own the above referenced property.

I hereby grant permission to the State and the State's representatives to access my property to conduct an environmental investigation to evaluate potential public health and environmental hazards, resulting from past operations of an old unregulated landfill present on the nearby property and, if necessary, to abate or control hazards posed by wastes and contaminated material by implementing a remedial action plan. The Division of Waste Management (Division) and its contractors are permitted to enter and have continued access to my Property. Examples of remedial investigation and remedial action activities include, but are not limited to the following:

- 1. Installation of monitoring wells for groundwater and/or landfill gas;
- 2. Taking soil, groundwater, surface water and/or landfill gas samples as may be necessary; and,
- 3. Response actions and installation of remedial action measures (landfill cover system) to mitigate any threats to human health or the environment.

I understand that:

- The Division and its contractors shall attempt to perform any activities at the Property in a manner that minimizes interference with use of the Property.
- All monitoring wells will be properly abandoned in accordance with applicable laws and regulations.
- The Division will make reasonable attempts to notify you at least 48 hours prior to entering the Property for any purpose. The Division or its contractors shall have immediate access to the property for situations that the Division determines to be an emergency.



I understand prior to any abatement activities, the proposed remedy for the site and associated land use restrictions required to make the property safe will be discussed with all property owner representatives.

Print		
	Name of Property Owner (Print)	
Signature		
	Name of Property Owner/Corporation (Signature)	
Date		
Email address		
Phone number		
Return to:	Kevin Arnold, Project Manager Pre-Regulatory Landfill Unit Inactive Hazardous Sites Branch, NC Superfund Section Division of Waste Management North Carolina Department of Environmental Quality 1646 Mail Service Center	

This document may not be modified.

Raleigh, NC 27699-1646



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 DATE: 1/26/2021

SUBJECT: Task Order 2022-01 Landfill Phase V Expansion

This task order is subsequent to our current landfill consulting services contract performed by HDR Inc. and represents the creation of construction permit application (per NCDEQ rule .1617) which will include design work, construction drawings, construction application and associated management plans and includes a hydrogeological study. All work described in this task order is currently budgeted. The task items described in this document are necessary to facilitate bid package and construction of our phase V landfill expansion project which is underway in an effort to ensure solid waste capacity for Rowan County.

It is the recommendation of the Rowan County Department of Environmental Management that the BOC approve this task order in an effort to ensure solid waste disposal capacity for Rowan County.

ATTACHMENTS:

DescriptionUpload DateTypeTask order for landfill construction phase V 2022 011/26/2022Cover Memo

EXHIBIT A

TASK ORDER NUMBER 2022 - 01 PHASE 5 EXPANSION – PERMITTING, DESIGN, & BIDDING

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), signed January 20, 2021, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2022 - 01

PROJECT NAME: ROWAN COUNTY LANDFILL PHASE 5 EXPANSION – PERMITTING,

DESIGN, & BIDDING

PART 1.0 PROJECT DESCRIPTION:

This scope addresses the work to prepare a Construction Permit Application (CPA) per NCDEQ Rule .1617 for the next five-year landfill phase of the landfill, referred to as Phase V. This phase is expected to encompass approximately 21 acres adjacent to Phase IV. The CPA has two major components: The Design Hydrogeologic Report (handled under a separate task order) and the Design Engineering Report (included in this task order).

This task also outlines the engineering services for the preparation of construction documents and bidding assistance of the Phase V unit of the Rowan County Landfill.

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

Task 1 – Construction Permit Application (Rule .1617)

This Task Series includes completion of the Construction Permit Application. The major components of the application as identified in .1617(a)(1) include the following:

- Facility Plan (Rule .1619)
- Engineering Plan (Rule .1620)
- Operations Plan (Rule .1625)
- Closure and Post-Closure Plan (Rule . 1629)
- Construction Quality Assurance Plan (Rule .1621)
- Water Quality Monitoring Plan [Rule .1623(b)]
- Design Hydrogeologic Study

HDR typically groups the Facility Plan, Engineering, Plan, Operations Plan, and Closure/Post-Closure Plan discussions into a report section, and provides the Design Hydrogeologic Study, Construction Quality Assurance (CQA) Plan, and Water Quality Monitoring Plan (WQMP) as separate report sections. The tasks detailed below follow this format.

Task 1A – Construction Plan Report

Subtask 1.1.1 – Facility Plan (Rule .1619)

Activities:

- 1. This work includes portions of the Site Study which will be incorporated into the Facility Plan. Additional work includes details regarding the landfill operation. Specifically:
 - a. Grade and flow direction of the leachate system
 - b. Size, location, and grades for leachate piping
 - c. Transitional contours and boundaries for each phase of development
 - d. Stormwater segregation features
- 2. The proposed leachate management facilities are also included in addition to this section. Items include the following.
 - a. Performance and design concepts
 - b. Normal operating conditions
 - c. Leachate management system details

Deliverables:

1. Facility Plan information for inclusion in the Construction Plan report.

Clarifications:

- 1. It is anticipated that leachate from the expansion area will be pumped to the existing leachate management facilities for pretreatment and disposal.
- 2. Design of the force main and pumping systems will be completed under Task Series 4.

Subtask 1.1.2 – Engineering Plan (Rule .1620)

Narrative:

The detailed design of the landfill is addressed in this task. Work will closely follow Rule .1624, which relates the minimum construction requirements for new landfill facilities.

Activities:

Major work includes the following.

- 1. Engineering Report
 - a. Foundation design
 - b. Material compatibility and stability
 - c. Base liner system design (Rule .1624)
 - d. Cap system (Rule .1627)
 - e. Leachate storage and treatment facilities (Rule . 1680)
 - f. Analytical methods and assumptions
 - g. Technical references
 - h. Location restriction demonstrations (Rule .1622)
 - i. Materials of construction and construction practices
- 2. Engineering Drawings
 - a. Existing conditions
 - b. Grading plans
 - c. Base liner system
 - d. Leachate collection system
 - e. Stormwater segregation system
 - f. Cap system
 - g. Erosion control plans
 - h. Demonstration of vertical separation

Deliverables:

1. Engineering Plan for inclusion in the Construction Plan report.

Clarifications:

- 1. The rules governing closure requirements (.1627(c)(3)(A)) reference a maximum of 25 percent slopes (4:1) for landfill units. The Solid Waste Section has, on previous projects, approved use of 3:1 slopes with terraces, as long as the engineering calculations demonstrate adequate stability. A stability analysis for 3:1 slopes is included in this scope.
- 2. A Permit application for erosion and sedimentation control will be prepared as part of Task Series 2.

Subtask 1.1.3 – Operations Plan (Rule .1625)

Narrative:

The Operations Plan will describe the operational procedures followed at the landfill.

Activities:

Prepare an Operations Plan that relates the following information:

- 1. Operations Drawings
 - a. Drawings for each phase of landfill development
 - b. Existing conditions and disposal areas
 - c. Construction progression
 - d. Leachate controls
 - e. Special waste areas
 - f. Buffer zones
 - g. Stockpile and borrow areas
- 2. Operations report, providing a narrative discussion addressing the operational requirements of the landfill (Rule .1626), including the following.
 - a. Waste acceptance and disposal requirements
 - b. Cover material requirements
 - c. Disease vector control
 - d. Explosive gases control
 - e. Air quality compliance
 - f. Access and safety requirements
 - g. Erosion and sedimentation control requirements
 - h. Drainage control and water protection requirements
 - i. Liquids restrictions
 - j. Recordkeeping requirements
 - k. Waste spreading and compacting requirements
 - 1. Leachate management plan

Deliverables:

1. Completed Operations Plan for inclusion in the Construction Plan report.

Clarifications:

1. Design of a gas system is not required for the CPA and is not included in this Scope of Work.

Subtask 1.1.4 – Closure and Post-Closure Plan (Rule .1629)

Narrative:

This work includes preparation of Closure and Post-Closure Plan,.

Activities:

Prepare a Closure/Post-Closure Plan that includes the following.

- 1. Closure Plan requirements
 - a. Cap system description
 - b. Estimate of largest area to require closure
 - c. Estimate of maximum inventory of waste
 - d. Closure schedule
 - e. Closure cost estimate
 - f. Erosion and sediment control plan updates
- 2. Post-Closure Plan requirements
 - a. Monitoring and maintenance requirements
 - b. Contact person information
 - c. Proposed final use of the property
 - d. Post-closure cost estimate

Deliverables: 1. Completed Closure/Post-Closure Plan for inclusion in the Construction

Plan report.

Clarifications: None

Task 1B – Construction Quality Assurance (CQA) Plan (Rule .1621)

Narrative: This task includes preparation of a CQA Plan to serve as the guidance

document to ensure quality construction of the landfill.

Activities: The CQA Plan will follow the outline provided in Rule .1621 and the minimum

criteria established in Rule .1624. The CQA Plan shall include the following

key elements.

- 1. Responsibilities and authorities of each organization
- 2. Inspection activities and procedures
- 3. Sampling strategies and protocol
- 4. Documentation and reporting requirements

Deliverables: 1. Completed CQA Plan for inclusion in the Construction Permit Application.

Clarifications: None

Task 1C – Water Quality Monitoring Plan (Rule .1623(b)(3))

Narrative: This task includes modification of the existing of surface and ground-water

monitoring plans for the site.

Activities: Major work tasks include the following.

1. A ground-water monitoring plan including sampling and analysis requirements and detection monitoring requirements fulfilling the

requirements of Rules . 1630 through . 1637.

2. A surface water monitoring plan in accordance with Rule .0602.

Deliverables: 1. Completed Water Quality Monitoring Plan for inclusion in the

Construction Permit Application.

Clarifications:

1. Installation of the detection monitoring wells is not included in this scope.

<u>Task 1D – Construction Permit Application Submittal</u>

Narrative:

This Task includes finalizing and submitting the Construction Permit Application reports to NCDEQ for review and approval.

Activities:

- 1. Compile work completed above into a final draft Construction Permit Application (three copies).
- 2. Review final draft with City staff and address staff comments.
- 3. Complete final Construction Permit Application and submit to NCDEQ for review and approval (two copies).
- 4. Monitor review process and address NCDEQ comments.
- 5. Submit final, edited Construction Permit Application to NCDEQ for final approval and stamping (six copies).

Deliverables:

1. Construction Permit Application reports as indicated above.

Clarifications:

- 1. Formal coordination meetings will be held with County at the 50 and 95 percent benchmarks.
- 2. The work associated with monitoring and responding to NCDEQ comments is included in this scope. This scope does not include effort required to address comments beyond what would be considered "typical" by HDR based on previous permitting experience. Significant design changes to address public concerns, or design changes required by NCDEQ which are not supported by the regulations, are not anticipated or included.

Task 2 – Preparation of Phase V Landfill Unit Construction Documents

Narrative:

This task includes engineering services necessary to prepare construction contract bidding documents for the construction of the Phase V Landfill Unit. The specific activities HDR will perform to complete this task are described as follows.

Activities:

- 1. Prepare comprehensive construction documents (drawings and specifications) for construction of Phase V.
 - a. Prepare construction drawings utilizing approved construction permit application drawings.
 - b. Prepare construction specifications utilizing approved construction permit application technical specifications and including contract documents, and general conditions.
 - c. Review construction documents with the County.
- 2. Meet with landfill staff to determine preferred access and placement of the initial lifts of waste so that a stormwater management system for the operation of the subcells can be incorporated into the construction documents.
- 3. Develop a preliminary construction cost estimate.

Deliverables:

1. Construction documents for construction of the Phase V Landfill Unit.

2. Preliminary construction cost estimate.

Clarifications:

- 1. Final designs will be consistent with the approved permit application.
- 2. Site review to confirm power (location and supply) and routing of the leachate collection system from Phase V to the leachate storage basin.
- 3. Formal coordination meetings will be held with County at the 50 and 95 percent benchmarks.
- 4. One comprehensive set of construction plans and specifications shall be prepared for the construction of Phase V.
- 5. The County will notify and coordinate comments from all County Divisions with a responsibility for this project.

Task 3 – Bidding of Phase V Construction

Narrative:

This task item addresses assistance in bidding the contract for the Phase V Landfill Unit construction project. The specific activities HDR will perform to complete this task are described as follows.

Activities:

- 1. Advertise the construction project for bid through the Carolinas Associated General Contractors (AGC) and McGraw-Hill Dodge online plan rooms.
- 2. Preside at a pre-bid meeting and address contractor questions throughout the bid period.
- 3. Attend the bid opening and prepare a tabulation of bids received.
- 4. Review qualifications of the low bid contractor and second-lowest bid, if required.
- 5. Prepare a letter of recommendation to County regarding award of the contract.
- 6. Coordinate execution of the construction contract through County and the contractor.
- 7. Coordinate issuance of Notice to Proceed to the contractor.

Deliverables:

- 1. Addenda, as required.
- 2. Certified bid tabulation.
- 3. Letter of recommendation regarding contractor award.

Clarifications:

- 1. One comprehensive set of construction plans and specifications shall be prepared that includes the construction of Phase V.
- 2. The County will notify and coordinate comments from all County Divisions with a responsibility for this project.
- 3. The County will coordinate within the County to post the advertisement.
- 4. HDR will provide bid documents to potential bidders for a non-refundable fee.

PART 3.0 SCHEDULE

The schedule for these tasks will begin immediately upon approval.				
		Estimated Start		
Task 1 – Construction Permit Application (Rule .161)	7)	Feb 2022		
Task 2 – ESC Design, Permit, and On-site Soils Reso	urces Analysis	Feb 2022		
Task 3 – Preparation of Phase V Landfill Unit Constr	uction Documents	Feb 2022		
Task 4 - Bidding of Phase V Construction		Apr 2022		
PART 4.0 PAYMENTS TO ENGINEER				
		Estimated Cost		
Task 1 – Construction Permit Application (Rule .161)	7)	\$144,000		
Task 2 – Preparation of Phase V Landfill Unit Constr	uction Documents	\$58,000		
Task 3 – Bidding of Phase V Construction		\$24,000		
	Task Order F	ee Estimate \$226,000		
This Task Order is executed this day of	, 2022.			
ROWAN COUNTY, NORTH CAROLINA	HDR ENGINEER	RING, INC. OF THE CAROLINAS		
"OWNER"	"ENGINEER"	,		
DATE:	DATE:	1/25/2022		
BY:	BY:	Robert J. Rella		
NAME:	NAME:	Robert J. Rella, PE		
TITLE:	TITLE:	Senior Vice President		
ADDRESS:	ADDRESS:	440 South Church St. Suite 1200 Charlotte, NC 28202		

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin DATE: 1/28/2022

SUBJECT: Schedule Quasi-judicial Hearing for SUP 02-22

Deborah Wright is requesting a Special Use Permit to accommodate both an Event Center and rental Cabins on her property located at 3425 Organ Church Rd further identified as Tax Parcel 378 043.

Set Quasi-Judicial hearing for February 21, 2022

ATTACHMENTS:

Upload Date	Type
1/28/2022	Cover Memo
2/1/2022	Cover Memo
2/1/2022	Cover Memo
1/28/2022	Cover Memo
	1/28/2022 2/1/2022 2/1/2022

DEPARTMENT OF PLANNING & DEVELOPMENT

DATE: 01/28/2022

STAFF CONTACT: AARON POPLIN

SPECIAL USE PERMIT: SUP 02-22



REQUEST USE: Event Center

and Cabins

PARCEL ID: 378 043

ZONING DISTRICT: RA

LOCATION: 3425 Organ Church Rd Rockwell NC

28138

ACERAGE: 9.94

CURRENT LAND USE: Single

Family Dwelling

OWNER: Deborah Wright

APPLICANT: Deborah

Wright

REQUEST

Deborah Wright is requesting a Special Use Permit to accommodate both an Event Center and rental Cabins on her property located at 3425 Organ Church Rd further identified as Tax Parcel 378 043. Both of these uses require SUPs in the RA district and both have special requirements associated with them.

SPECIAL USE CRITERIA

Event Center Details:

The event center will be a 2,400 Sq Ft barn shaped building accompanied by a 672 Sq Ft pavilion and 667 Sq Ft Bridal Suite. The event center would primarily be for weddings, but the owner has stated that other events could take place on the site and has given a list of potential events that could be booked. Such other events ranged from:

- private celebrations such as birthday parties and reunions.
- Small classes of 7-12 people for things such as crafting and homesteading.
- Public festivals.
- Vendor fairs.
- Kids educational programs.

Most of these uses would utilizes the facilities within the gravel access drive with a few of them utilizing the facilities within the existing fenced in area and barn.

Event Center Special Use Requirements SEC 21-60 (17)

- Minimum Lot Size: The minimum lot size shall be five (5) acres. The property is 9.94 acres.
- <u>Public Road Frontage</u>: The event center property is required to have at least thirty-five feet (35) feet of frontage on a publicly maintained road. **The property has 104' of road frontage on Organ Church Rd SR 1006.**
- <u>Setbacks:</u> All operational areas, less the driveway, shall be a minimum of one hundred (100) feet from property lines. **All operational areas meet the 100' setback requirement.**
- Parking: Adequate off-street parking shall be provided for all attendees. Event centers
 have a parking formula of 1 space per employee on largest shift + 1 space per 200 Sq
 Ft of meeting area. Using this formula the minimum required spaces is 28 spaces. The
 site has 33 permanent gravel spaces and a grass overflow parking area.
- <u>Lighting:</u> Lighting shall be located and designed to prevent light from directly shining on adjacent residential property. The site plan calls for lighting to be designed and located in a manor to meet these standards. The event center is surrounded on three sides by planted vegetation. The closest residence is screened with the required Type A buffer.
- <u>Noise</u>: Amplified sound is subject to Chapter 14 of the Rowan County Code of Ordinances. The applicant is aware that they must comply with the requirements of the Noise Ordinance.

Cabin Details:

Six cabins are being proposed on the site. Each cabin will be the same 632 Sq Ft design. The cabins are planned to be used in conjunction with the event center for events that may go over night; however, they would not be limited to only parties associated with the event center. Each cabin has its own individual parking space away from the parking that is associated with the event center.

Cabin Special Use Requirements SEC 21-60 (8)(b.)

- Minimum Lot Size: The minimum lot size is two (2) acres. The property is 9.94 acres.
- <u>Setbacks:</u> 50' front 30' side street, 20' side, 20' rear. **All operational areas meet the setback requirements.**

- <u>Density:</u> the minimum size of spaces shall be determined by the county health department. The applicant has had the soil evaluated and believes that the soil will support the six cabins on the site plan. The Rowan County Environmental health department has not confirmed if the site can support all the cabins.
- Interior drives. Interior drives shall be a minimum of eighteen (18) feet compacted gravel six (6) inches thick. "Hammerhead" style turnarounds or suitable alternative shall be provided at the terminus of all interior roads subject to inspection and approval by the Rowan County Fire Marshal. Each internal road shall have a road name and addresses for each site or space displayed, regardless of occupancy, in accordance with provisions of chapter 19.5 of the Rowan County Code of Ordinances. The interior drives around the cabin are 20' compacted gravel and the Fire Marshal has approved they design.
- Parking. No parking will be allowed on public streets. Off-street parking and loading space shall be provided in sufficient quantity to accommodate all parking and loading on-site. At a minimum, one (1) parking space per space or unit shall be provided. Each cabin has one provided parking space. The cabin parking is separate from the parking for the event center.
- <u>Screening and buffering</u>. Land uses in this category shall be considered a group 2 use and shall be screened accordingly. A Type A buffer is provided along the property line with parcel 378 091 to meet this requirement.

EVALUATION CRITERIA

All Special Use Permits must be able to demonstrate that they will meet all six (6) of the evaluation criteria.

- 1. Adequate transportation access to the site exists. The site will access Organ Church Rd. using Doublethumb Rd which is a privately maintained gravel road. The applicant has not received a commercial driveway permit for this access yet; however, emails with the NC DOT indicate that they will be fine with that access point. As of this report county staff have not received any documentation showing that the applicant has reached an agreement with the parties that have ownership of the drive to allow them to use it for their access. The applicant has indicated in both email and on the site plan that they will get such approval prior to pulling any permits.
- 2. The use will not significantly detract from the character of the surrounding area. The area around the site is comprised mostly of larger lots that are either in agricultural use or used for single family dwellings. The only uses on this stretch of Organ Church Rd. that don't fit this description are Countryside Acres 14 lot Mobile Home Park

approximately 1,800' south on Organ Church Rd., Dogwood hills 17 lot major subdivision approximately 4,500' north on Organ Church Rd., and The Landmark Infrastructure 60 acre solar farm approximately 4,800' north on Organ Church Rd.

- 3. <u>Hazardous safety conditions will not result.</u> Staff has not been made aware of any potential hazardous conditions.
- 4. The use will not generate significant noise, odor, glare, or dust.

Noise: The applicant is aware that they will have to comply with the county noise ordinance. The foliage being planted around the site should help mitigate any noise from the venue and cabins.

Oder: No excessive odor is predicted.

Glare: By meeting the special use lighting standards the site should not generate excessive glare onto other properties.

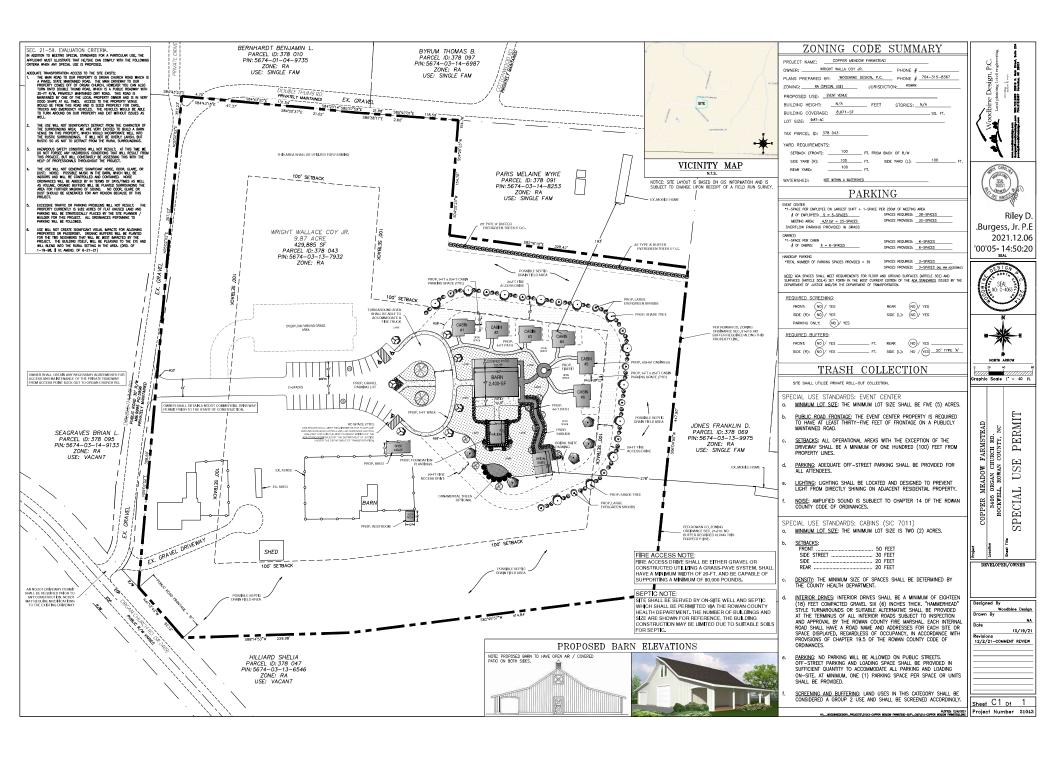
Dust: The driveway and parking areas will be gravel.

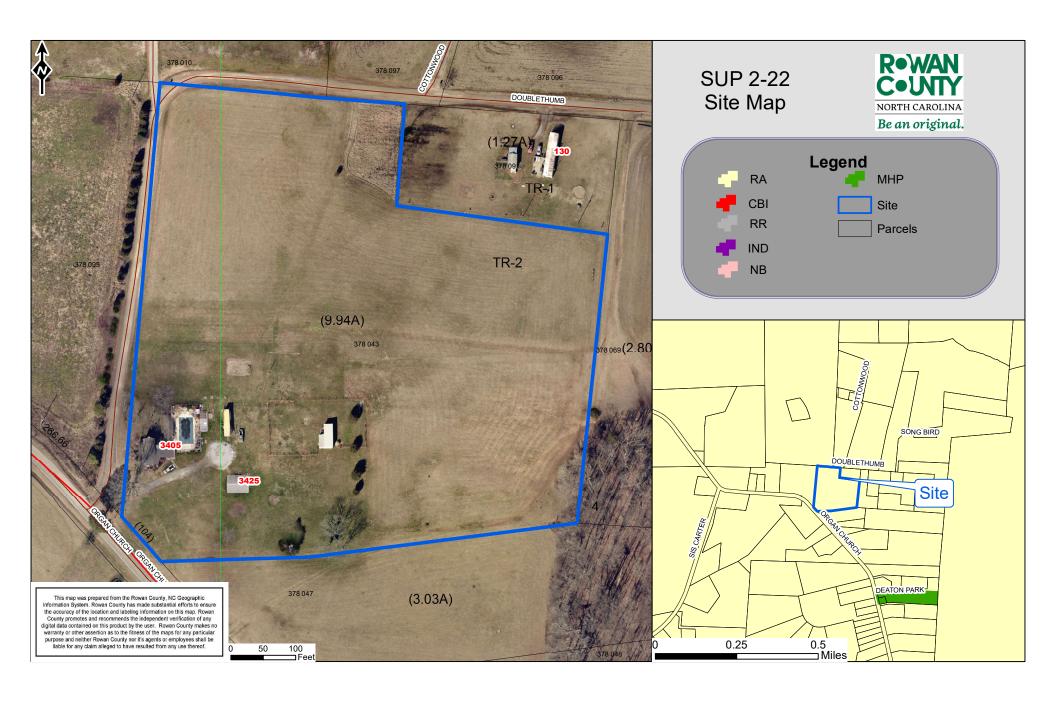
- 5. Excessive traffic or parking problems will not result. The proposed parking area meets both the parking requirements for the event center use and cabin use. Along with meeting the parking requirement there is a designated grass overflow lot on site.
- 6. <u>Use will not create significant visual impacts for adjoining properties or passersby.</u> There is only one house within 200' of the use. The house will be screened with a type A vegetative buffer as required per the Zoning Ordinance. The facilities themselves meet the 100' required setbacks and are approximately 400' off Organ Church Rd.

STAFF COMMENTS

The primary concern from Planning Staff is the access off of Doublethumb Rd. As mentioned earlier in the report Event Centers have the Special Use Requirement of 35' of road frontage on a state maintained road. While this site does have over 35' of state maintained road frontage, it does not use Organ Church Rd. for its access. The Zoning Ordinance has road frontage requirements to ensure that certain uses can access off of a road maintained by the state. It's staff's opinion that requiring road frontage for a use implies that access for that use must come from that road frontage. Staff informed the applicant multiple times that the access may be a point of contention during the Quasi-Judicial hearing and could potentially be used as grounds for denial of the application. Given this information the applicant decided to continue the request with Doubblethumb Rd as the access point, and have the Board of Commissioners decide if they still meet the Special Use Standards without using the road frontage on Organ Church Rd as their access point.

The applicant was informed that they should get a Commercial Driveway permit from the NCDOT and get a perk test preformed by the County Environmental Health Department. These are typically preformed prior to bringing the application to Board of Commissioners since the site plan may need to be altered in order to meet their requirements, and these potential alterations likely would require retuning the Board for an amendment to the Special Use Permit. After being informed of the risk of potentially needing to amend the Special Use Permit the applicant decided they would prefer getting approval from the Board prior to obtaining a perk test or Commercial Driveway Permit.







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 #	<u>SUP</u>
Date Filed	
Received By	
Amount Paid	1
Offi	ice Use Only

SPECIAL USE PERMIT APPLICATION = OWNERSHIP INFORMATION: Name: Debi Wright Address: 3405 Organ Church Road Rockwell, NC 28138 APPLICANT / AGENT INFORMATION: Name: Deborah Wright Signature: Deborah Wright Phone: 704-723-1055 Email: coppermeadowfarmstead@gmail.com Address: 3405 Organ Church Road Rockwell, NC 28138 PROPERTY DETAILS: Zoning District: RA Tax Parcel: 378043 Date Acquired: 3/28/2019 Deed Reference: Book 1325 Page 203 Property Location: 3405 Organ Church Rd, Rockwell, NC Size (sq. ft. or acres): 9.87-acres Street Frontage: 104 Current Land Use: Residential & Farming ${\scriptstyle Surrounding\ Land\ Use:\ North}\ \ \text{Farm\ Land\ - Crop\ Rotation}$ South Pasture - Hay - Crop rotation Residential - Wooded - Soybean crop East West Residential - Hay Field

PURPOSE & SECTION:
State purpose of special use permit:
For the purpose of agritourism, which may include various craft/homestead classes, celebrations, birthday parties, farm tours - would like to build a 40'x60' barn venue and 14'x28' classroom
Cite section(s) of Zoning Ordinance which permit is being requested:
21-60 (17) Event Center
A TETA CLUED DO CLU ATINTO
ATTACHED DOCUMENTS:
Applicant must a site plan based on information required in Section 21-52. 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: 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: Anna Bumgarner

DATE: 1/28/22

SUBJECT: Offer by NC DOT for Kimball Road Bridge Project

NCDOT is ready to move forward with this Kimball Road bridge project and has acquired the needed rights of way from other adjacent landowners, and now needs this portion of county-owned property.

This offer sets up a voluntary sale/purchase and avoids the need to condemn property and the process that goes with condemnation.

Attached:

- 1. Summary Offer Page for the acquisition of land for NCDOT right of way and easement;
- 2. Deed for the right of way and easement;
- 3. map sheets of the impacted area.

The County Attorney recommends:

- 1. To accept the offer of the State of North Carolina to acquire property for the Kimball Road bridge project as provided in the Summary Offer for the area shown in map and described in the Deed; and
- 2. Authorize the Board Chair to executed all documents necessary to finalize the NCDOT acquisition and transfer the subject property.

ATTACHMENTS:

Description	Upload Date	Туре
Offer	1/28/2022	Cover Memo
Deed	1/28/2022	Cover Memo
Map 1	1/28/2022	Cover Memo
Map 2	1/28/2022	Cover Memo
Map 3	1/28/2022	Cover Memo
Map 4	1/28/2022	Cover Memo

SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES

TO:	Rowan Cour	ity	DATE:		/ember 22,		
	130 W. Innes		TO: L	essee, if	Applicable	Э	
TID/D	ARCEL NO.:	090SR1211 001	 -				
COUN	NTY	Rowan			T: <u>17BP</u> .	.9.R.82	
	RIPTION:	Bridge #248 Over Grants Creek or	n SR 1211 (Kimball	Road)			
	Property Owne						
the ap any in this pr and, if	proved apprai crease or dec oject. The co	gent offer of just compensation is sed value for the appropriate leg rease in the fair market value of ntingent offer of just compensation uilding costs in the area of your p	al compensable i the property acqu on is based on an	nterest o ired due analysis	or interests to influence of market	The approve e caused by po data, compara	d value disregards ublic knowledge of able land sales,
	Value of Rig	ht of Way to be Acquired		\$	1,000.00		
	Value of Pe	rmanent Easements to be Acqui	red	\$	2,575.00		
	Value of Te	mporary Easement (Rental of La	nd) to be Acquire	d \$	0.00		
	Value of Im	provements to be Acquired		\$	0.00		
	Damages, it	any, to Remainder		\$	0.00		
	Benefits, if a	any, to Remainder	m	inus \$	0.00		
	TOTAL C	ONTINGENT OFFER		\$	3,575.0	0	
	otal contingent vements.	offer includes all interests other	than leases invol	ving Fed	eral Agend	ies and Tenan	t owned
(A) De	escription of th	e land and effects of the acquisit	ion				
which	0.035 acres is	scribed in Deed Book 920, page being acquired as right of way, quired is a permanent drainage	leaving 7.465 acr	es remai	ining on the	e left with acce	ss to Kimball
(B) TI NONE		NTINGENT OFFER includes pa	yment for the imp	rovemen	nts and app	ourtenances de	scribed below:
		fficient time remaining in the proj the stipulation that you remove					
		ire to sell the Department the po lained to you by the Right of Wa					
Please being with a	e note that any environmenta	contingent offer to purchase a r lly clean prior to the conveyance the appropriate environmental ac	emnant/buildable to the Departmer	lot is co nt. You r	nditioned เ may be req	upon the remna Juired to provid	ant/buildable lot e the Department
The o	riginal of this f	orm was handed/mailed, if out of	state owner, to	Rowa	n County		
the Ri	ght of Way Bro	on November 2 ochure/Owner's Letter.	2,	20	21	. Owner was f	urnished a copy of
l will b	e available at	your convenience to discuss this	s matter further wi	th you. I	My telepho	one number is	704-723-1698
Depar	tment of Tran orth Carolina I	that the agent signing this form sportation, and any recommend Department of Transportation by other interests.	ed settlement is	not a bir	nding contr	act unless and	d until accepted by
		(Signed)		2	JuLola	Mesand	
		` - '		Nicholas	s V. Asaro	- Right of Way	Agent

Revenue Stamps \$ 8.00 DEED FOR HIGHWAY RIGHT OF WAY
THIS INSTRUMENT DRAWN BY
The hereinafter described property $\ \ \ \ \ \ \ \ \ \ \ \ \ $
RETURN TO: Division R/W Agent, NCDOT
NORTH CAROLINA COUNTY OF Rowan TAX PARCEL 122 011A TIP/PARCEL NUMBER: 090SR1211 001 17BP.9.R.82 Bridge #248 over Grants Creek on SR 1211 (Kimball Road)
THIS FEE SIMPLE DEED, made and entered into this the day of 20 by and between ROWAN COUNTY 130 W. INNES STREET SALISBURY, NC 28144
hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department; WITNESSETH
That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$\frac{****3,575.00****}{****3,575.00****}\$ agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in
to the point and place of beginning.

FRM7-A Page 1 of 3 Revised 02/17/15

COUNTY: Rowan WBS ELEMENT: 17BP.9.R.82 TIP/PARCEL NO.: 090SR1211 001
IN ADDITION, and for the aforestated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:
Permanent Drainage / Utility Easement described as follows:
Point of beginning being N 53^32'6.3" E, 30.406 feet from -L- STA 14+00 thence to a point on a bearing of S 27^5'20.4" E 25.000 feet thence to a point on a bearing of S 44^11'30.3" E 68.007 feet thence to a point on a bearing of S 27^5'20.4" E 42.286 feet thence to a point on a bearing of N 56^55'15.0" E 2.378 feet thence to a point on a bearing of N 57^56'28.8" E 0.749 feet thence to a point on a bearing of N 56^58'12.4" E 24.687 feet thence to a point on a bearing of N 56^55'20.4" E 4.641 feet thence to a point on a bearing of N 27^5'20.4" W 73.394 feet thence to a point on a bearing of N 70^29'52.3" W 76.397 feet returning to the point and place of beginning.
Said Permanent Drainage/Utility easement in perpetuity is for the installation and maintenance of drainage facilities and/or utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility and/or utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and/or utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility and/or utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent drainage/utility easement area(s). It is further understood and agreed that Permanent Drainage/Utility Easement shall be used by the Department for additional working area during the above described project. The underlying fee owner shall have the right to continue to use the Permanent drainage/Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.
SPECIAL PROVISIONS. This deed is subject to the following provisions only:
The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.
The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the ROWAN County Registry in Deed Book 920 Page 549 .
The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.
The Grantors acknowledge that the project plans for Project # 17BP.9.R.82 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 17BP.9.R.82 , ROWAN County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.
TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.
And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:

Restrictive covenants and easements of record, government regulations, and the lien of property taxes for the current year.

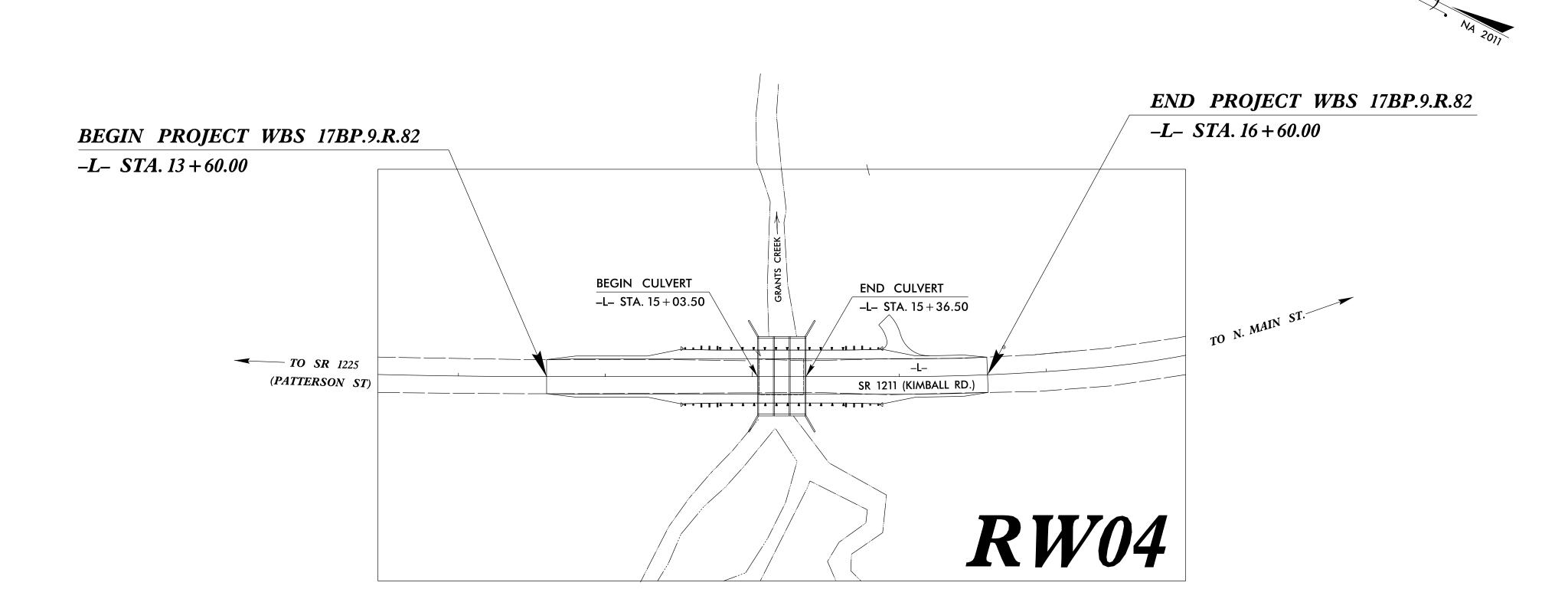
COUNTY:	Rowan	WBS ELEMENT:	17BP.9.R.82	TIP/PARCEL NO.:	090SR1211 001
has caused th	e instrument to b	e signed in its corpo	orate name by its	set their hands and sea duly authorized officer ear first above written.	s and its seal to be
		not transfer the here ent of the Departmer		ests unless and until th on.	is document is
ROWAN COU	INTY				
Rowan County	y Manager				
BY:					
Clerk to the Bo	oard				
ACCEPTED F	OR THE DEPAR	RTMENT OF TRANS	SPORTATION BY	':	
		North Caro	lina,	County	
		I,			a Notary Public for
				County, North Carolina	•
			4. 4 14 4 /.1	personally came b	
		Of Commis		by authority duly given	Rowan County Board , the foregoing
			, it	s CHAIRMAN of the W	/ake COUNTY
		and atteste	d by	RS, sealed with its cor	as its CLERK.
		Witr March	ness my hand and	official seal this the , 20 10	10 day of
		_	N	lotary Public	
			My commission ex	opires:	
		l '	,		

STATE OF NORTH CAROLINA DIVISION OF HIGHWAYS

STATE PROJECT REFERENCE NO. N.C. 17BP.9.R.82 | RW01 | 4

SURVEY CONTROL, EXISTING CENTERLINES, RIGHT OF WAY, EASEMENTS AND PROPERTY TIES

ROWAN COUNTY



GRAPHIC SCALE PLANS

-JAN-2022 07:30 \Units\Div09\Winston\Rut notsinger AT LS-312635

DATUM DESCRIPTION

THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON THE STATE PLANE COORDINATES ESTABLISHED BY NCDOT FOR MONUMENT "79-0248-2" WITH NAD 83/NSRS 2007 STATE PLANE GRID COORDINATES OF NORTHING: 664,167.1180(ft) EASTING: 1,523,754.3300(ft) **ELEVATION:** 760.02(ft) THE AVERAGE COMBINED GRID FACTOR USED ON THIS PROJECT (GROUND TO GRID) IS: 0.999856017 THE N.C. LAMBERT GRID BEARING AND LOCALIZED HORIZONTAL GROUND DISTANCE FROM "79-0248-2" TO -L- STATION 10+00.00 IS N 23°34'35.31" W 490.11(ft)

ALL LINEAR DIMENSIONS ARE LOCALIZED HORIZONTAL DISTANCES

VERTICAL DATUM USED IS NAVD 88

RIGHT OF WAY DATE: XX/XX/XXXX

Prepared in the Office of:

2018 STANDARD SPECIFICATIONS

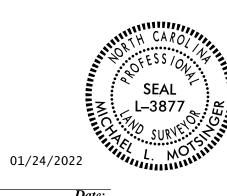
LETTING DATE: XX/XX/XXXX

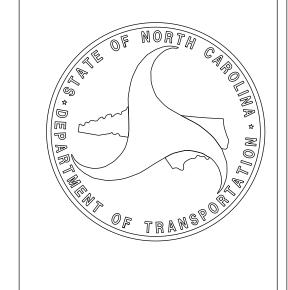
PROFESSIONAL LAND **SURVEYOR**

Michael L. Motsinger

FDB6FE70E23C40E.

SIGNATURE:





5/2/99

idge\D<mark>ivision_LowImpact\79-@248_Kimball Rd\RW Staking\tobechecked\79@248_LS</mark>

SURVEY CONTROL SHEET

BASELINE AND BENCHMARKS

BL						
	POINT	DESC.	NORTH	EAST	ELEVATION	
1		79-0248-1 GPS-1	664675.2960	1523514.0750	778.02	
2		79-Ø248-2 GPS-2	664167.1180	1523754.3300	760.02	
3		BL - 3	663983.1820	1523890.0480	759.75	
4		BL - 4	663841.4950	1523958.5830	766.44	
5		BL - 5	663722.5340	1524096.8750	774.72	

BM-1 ELEVATION = 773.92
N 664618 E 1523533
"X" SCRIBED IN IN TOP OF PIPE

BM-2 ELEVATION = 759.96
N 664171 E 1523699
R/R SPIKE IN 18" OAK

PROJECT REFERENCE NO.

79-0248 RW02C-2

Location and Surveys

SHEET NO.

PROJECT SURVEYOR

TH CARO

FESSION

SEAL

L-3877

L MOTHRE

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

I, Michael L. Motsinger, PLS, certify that the Project Control was performed under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

Class of survey: AA

Type of GPS field procedure: Opus

Dates of survey: 05-05-2017

Datum/Epoch:NAD 83/2011

Published/Fixed-control use: [Project Control if applicable, N/A for RTN]

Localized around: 790248-2

Northing: 664167.1180

Easting: 1523754.3300

Combined grid factor: 0.999856017

Geoid model: G12BNC

Units: English

I also certify that the Baseline Control for this project was verified under my direct and responsible charge from an actual survey made under my supervision; that all horizontal closures had a minimum ratio of precision of 1:20,000 (Class AA) and Vertical accuracy to Class A. Field work was performed from June 2017 to July 2017, and all coordinates are based on NAD 83/2011 and all elevations are based on NAVD 88; that this survey was performed to meet the requirements of 21NCAC 56.1600 as applicable.

This 24t day of January , 2022.

Docusigned by:

Michael L. Motsinger

FDB6FE70E23C40E...

Professional Land Surveyor L-3877

SURVEY CONTROL SHEET

W/EXISTING CENTERLINE ALIGNMENTS PRIOR TO CONSTRUCTION

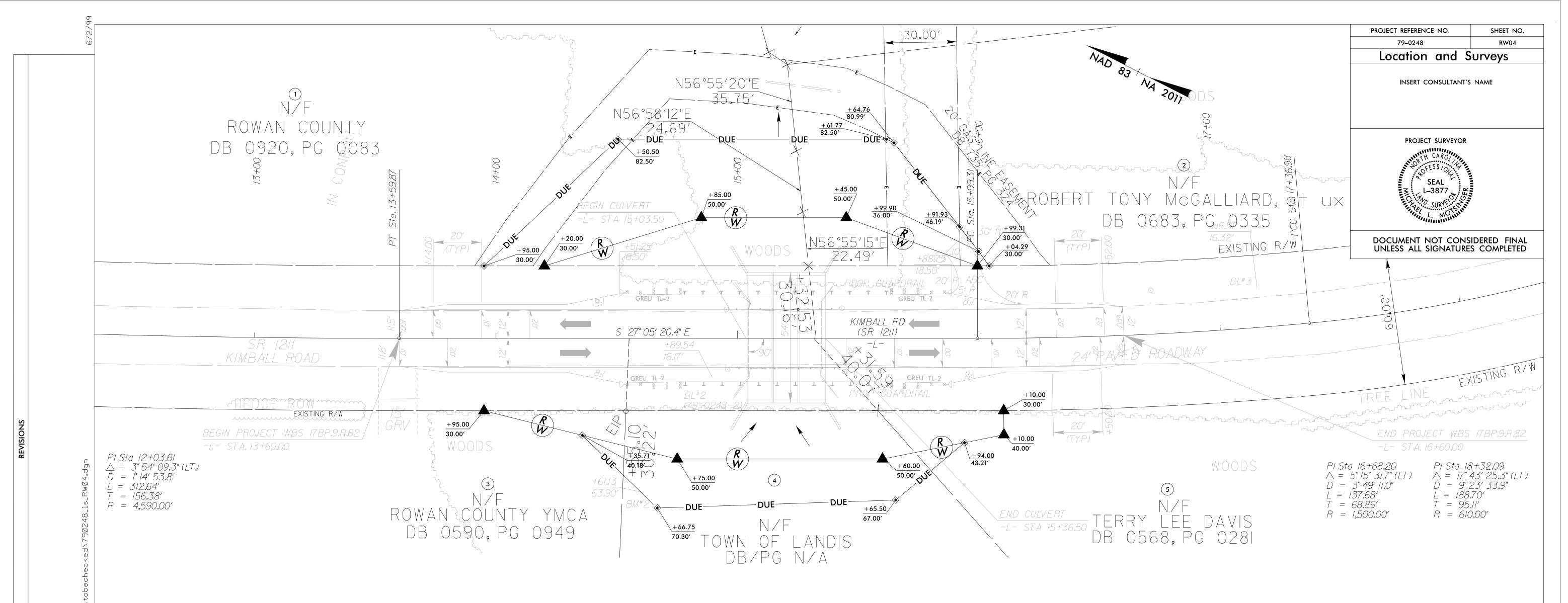
EL									
POINT	N	Е	BEARING	DIST	DELTA	D	L	Т	R
POT	664616.319	1523558.299							
LINE			S 23°11′11.1" E	50.15					
PC	664570.216	1523578.045							
CURVE			S 24°44′53.8" E	241.33	Ø3°Ø7′25.2"(LT)	Ø1°17′39.Ø"	241.36	120.71	4427.20
PCC	664351.047	1523679.076							
CURVE			S 26°41′58.4" E	86.48	00°46′44.1"(LT)	00°54′02.4"	86.48	43.24	6361.58
PT	664273.786	1523717.933							
LINE			S 27°05′20.4" E	221.02					
PC	664077.013	1523818.579							
CURVE			S 29°42′55.1" E	138.04	Ø5°15′Ø9.4"(LT)	Ø3°48′13.6"	138.09	69.09	1506.29
PCC	663957.125	1523887.005							
CURVE			S 41°12′23.6" E	187.63	17°43′47.6"(LT)	Ø9°24′42.2"	188.38	94.95	6Ø8.77
PT	663815.963	1524010.611							
LINE			S 50°04′17.4" E	124.62					
POT	663735.978	15241Ø6.176							

PROPOSED ALIGNMENT

		L	
TYPE	STATION	NORTH	EAST
POT	10+00.00	664616.3190	1523558.2985
PC	10+47.23	664572.9003	1523576.8956
PT	13+59.87	664289.9265	1523709.6774
PC	15+99.31	664076.7559	1523818.7108
PCC	17+36.98	663957.2309	1523886.9375
PT	19+25.68	663815.8399	1524010.7581
POT	20+50.11	663735.9778	1524106.1757

NOTES:

- 1. PROJECT CONTROL WAS ESTABLISHED USING GNSS, THE GLOBAL NAVIGATION SATELLITE SYSTEM.
- 2. THE SURVEY CONTROL DATA FOR THIS PROJECT HAS BEEN COMPILED FROM VARIOUS SOURCES. IF FURTHER INFORMATION REGARDING PROJECT CONTROL IS NEEDED, PLEASE CONTACT THE LOCATION AND SURVEYS UNIT.



ROW MARKER IRON PIN AND CAP-E

ALIGN	STATION	OFFSET	NORTH	EAST
L	13+95.00	30.00	664244.9913	1523698.9646
L	14+20.00	-30.00	664250.0563	1523763.7669
L	14+75.00	50.00	664164.6598	1523717.5885
L	14+85.00	-50.00	664201.2942	1523811.1723
L	15+45.00	-50.00	664147.8762	1523838.4947
L	15+60.00	50.00	664Ø88.9843	1523756.2953
L	15+99.31	-30.00	664090.4172	1523845.4198
L	16+10.00	30.00	664053.4051	1523797.0036
	16+10.00	40.00	664Ø48.7871	1523788.1316

I, Michael L. Motsinger, certify that the right of way and permanent easement monumentation for this project shown herein was completed under my direct and responsible charge from an actual survey made under my supervision; that all horizontal closures had a minimum ratio of precision of 1:10,000 (Class A). Field work was performed from November 2021 to December 2021, and all coordinates are based on NAD83/2011; That this survey was performed to meet the requirements of 21NCAC 56.1600 as applicable.

This 24th day of January, 2022.

Michael L. Motsinger

Professional Land Surveyor L-3877

DOW MADIZED DEDMANIENT EACEMENT E

RUW MARKER PERMANENT EASEMENT-E						
ALIGN	STATION	OFFSET	NORTH	EAST		
L	13+95.00	-30.00	664272.3138	1523752.3826		
L	14+35.71	40.18	664204.1104	1523708.4424		
L	14+50.50	-82.50	664246.8093	1523824.3966		
L	14+66.75	70.30	664162.7653	1523695.7601		
L	15+61.77	-82.50	664147.7472	1523875.0653		
L	15+64.76	-80.99	664144.4001	1523875.0835		
L	15+65.50	67.00	664076.3463	1523743.6648		
L	15+91.93	-46.19	664104.3594	1523856.4716		
L	15+94.00	43.21	664061.8051	1523777.8213		
	15+99.90	-36.00	664Ø92.6338	1523851.0213		
	16+04.29	-30.00	664086.0796	1523847.6485		

NOTES:

- 1. IF FURTHER INFORMATION REGARDING PROJECT CONTROL IS NEEDED PLEASE CONTACT THE LOCATION AND SURVEYS UNIT.
- 2. PROJECT CONTROL WAS ESTABLISHED USING GNSS, THE GLOBAL NAVIGATION SATELLITE SYSTEM.
- 3. RIGHT OF WAY MONUMENTATION ESTABLISHED _____ TO _____.

ALLINIA P.	H CARO	i i
3	SEAL L–3877	THE SERVICE STATES
CHARL	SURV	Signal Control

SURVEY CONTROL SHEET

SR 1211 KIMBALL ROAD

W/EXISTING CENTERLINE ALIGNMENTS PRIOR TO CONSTRUCTION

PROJECT REFERENCE NO. SHEET NO.
79-0248 RW02C-1

Location and Surveys

INSERT CONSULTANT'S NAME



DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

I, Michael L. Motsinger, PLS, certify that the Project Control was performed under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

Class of survey: *AA*Type of GPS field procedure: Opus

Dates of survey: 05-05-2017

Datum/Epoch:NAD 83/2011

Published/Fixed-control use: [Project Control if applicable, N/A for RTN]

Localized around: 790248-2

Northing: 664167.1180

Easting: 1523754.3300

Combined grid factor: 0.999856017

Geoid model: G12BNC

Units: English

I also certify that the Baseline Control for this project was verified under my direct and responsible charge from an actual survey made under my supervision; that all horizontal closures had a minimum ratio of precision of 1:20,000 (Class AA) and Vertical accuracy to Class A. Field work was performed from June 2017 to July 2017, and all coordinates are based on NAD 83/2011 and all elevations are based on NAVD 88; that this survey was performed to meet the requirements of 21NCAC 56.1600 as applicable.

This 24t day of January, 2022.

Michael L. Motsinger

Professional Land Surveyor L-3877



SEE SHEET RW02C-2 FOR FURTHER ALIGNMENT DETAILS

▼ TO PATTERSON ST.

79-0248-IGPS-I

NOTES:

BL-3

S 27° Ø5′ 20" E

79-0248-2 GPS-2

- 1. PROJECT CONTROL WAS ESTABLISHED USING GNSS, THE GLOBAL NAVIGATION SATELLITE SYSTEM.
- 2. THE SURVEY CONTROL DATA FOR THIS PROJECT HAS BEEN COMPILED FROM VARIOUS SOURCES. IF FURTHER INFORMATION REGARDING PROJECT CONTROL IS NEEDED, PLEASE CONTACT THE LOCATION AND SURVEYS UNIT.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Chris Sloop, Director, Soil and Water Conservation District

DATE: January 31, 2022

SUBJECT: Authorize Soil & Water Conservation District To Apply for Funding through StRAP

Rowan SWCD is asking the Rowan County Commission for permission to apply for StRAP funding on behalf of Rowan County, for the purpose of stream debris removal from our County's creeks and streams. The Rowan SWCD Board of Supervisors voted to endorse this program and seek funding in their regular Board meeting held on January 20, 2022. The application window for these funds is short, and application for funding allocations must happen swiftly. We hope that you see the value in keeping our creeks and streams clear of debris in order to prevent the loss of our County's landowners' life and property. This funding has been long needed and awaited.

Authorize Soil and Water Conservation District to apply for the funding on behalf of the County. There will be no cost to the County.

ATTACHMENTS:

DescriptionUpload DateTypeRequest to Apply for Funding1/31/2022Cover Memo



Rowan Soil and Water Conservation District 2727-C Old Concord Road Salisbury, NC 28146 (704)216-8999

January 31, 2022

Rowan County Board of Commissioners 130 West Innes Street Salisbury, NC 28144

Dear Commissioners,

In late 2021, The NC Legislature allocated a total of \$38 million for a new program in North Carolina that aims to reduce flooding across the state's waterways through NC Senate Bill 105. The NC General Assembly approved the money in the budget appropriations bill for the 2021-2022 and 2022-2023 fiscal years, creating the Streamflow Rehabilitation Assistance Program (StRAP). It allocates money for projects that protect and restore the integrity of drainage infrastructure.

In establishing StRAP, lawmakers gave authority to supervise and administer the program to the state's Soil and Water Conservation Commission, working closely with the Division of Soil and Water Conservation within the NC Department of Agriculture and Consumer Services.

The first application window is Monday, January 24, through Thursday, March 31, 2022.

"This is a monumental step to help us prevent future flooding," said Agriculture Commissioner Steve Troxler. "While we have previously secured federal and state money to clear debris from waterways after flooding events such as hurricanes, those efforts were reactive approaches that were part of disaster recovery funds. StRAP now allows us to be proactive in clearing waterways so we can hopefully reduce flooding and protect people's property before the next big flood event happens. I'm grateful that the General Assembly understood the need for this program."

The Rowan Soil and Water Conservation District (SWCD) wishes to request funding through StRAP from the NC Soil and Water Conservation Commission on behalf of Rowan County. The Soil and Water Conservation District will oversee the implementation of these funds to remove debris from Rowan County's creeks and streams if granted permission to seek funding allocations through this program. Therefore, the Rowan SWCD is asking the Rowan County Commission for permission to apply for StRAP funding on behalf of Rowan County, for the purpose of stream debris removal from our County's creeks and streams. The Rowan SWCD Board of Supervisors voted to endorse this program and seek funding in their regular Board meeting held on January 20, 2022. The application window for these funds is short, and application for funding allocations must happen swiftly. We hope that you see the value in keeping our creeks and streams clear of debris in order to mitigate flooding in Rowan County. This funding has been long needed and awaited.

Sincerely, Brund Miller

Bruce Miller, Chairman, Rowan SWCD

Christyh D Sloop, Diretor, Rowan Soil + Warter

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: 1/31/2022

SUBJECT: Change Order 001 NE Rowan County Chemical Booster Station

On January 3, 2022 Consent Agenda Item X was approved by the Board of Commissioners for RFC 002 and RFC 003. This item combines these 2 changes into Change Order 001 for \$76,823.10 bringing the total contract cost to \$819,723.51.

Attached is Change Order 001 with backup of RFC 002 and RFC 003

The Purchasing Director request that the Board of Commissioners authorize the County Manager to sign Change Order 001 to the contract with Dellinger, Inc for the NE Rowan County Chemical Booster Station bringing the total cost to \$819,723.51.

ATTACHMENTS:

DescriptionUpload DateTypeChange Order 0011/31/2022Cover Memo

	Change	Order No. <u>001</u>	
Date of Issuance:	January 21, 2022	Effective Date:	January 24, 2022
Owner:	Rowan County, NC	Owner's Contract No.:	21466
Contractor:	Dellinger, Inc.	Contractor's Project No.:	P-1246
Engineer:	Hazen and Sawyer, P.C.	Engineer's Project No.:	32506-001
Project Site:	1375 Long Ferry Rd., Salisbury, NC	Contract Name:	NE Rowan County Chemical Booster Station

The Contract is modified as follows upon execution of this Change Order:

Description: Changes for project work due to changes in conditions.

Attachments: RFP/WCD Summary Data, RFC-002, RFC-003.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES			
Original Contract Price:	Original Contract Times:			
\$ 742,900.41	Substantial Completion: 01-03-2022 (180 days from NTP) Ready for Final Payment: 02-02-2022 (210 days from NTP)			
Previously approved change amount from	Previously approved days <u>0</u> from			
Change Orders No. 0 to No. 1 :	Change Orders No. 0 to No. 1.			
\$ 0.00				
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:			
© 740 000 44	Substantial Completion Date: 01-03-2022 (180 days)			
\$ 742,900.41	Ready for Final Payment Date: 02-02-2022 (210 days)			
Increase of this Change Order:	Increase of Days for this Change Order:			
\$ 76,823.10	Two Hundred and Nineteen (219) days			
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:			
\$ 819,723.51	Substantial Completion Date: 08-09-2022 (399 days)			
φ ο τθ, / 23.0 τ	Ready for Final Payment Date: 09-08-2022 (429 days)			

Recommended:	Authorized:	Received 7
By: Sara Gibson, PE	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Associate	Title:	Title: President
Date: 1/27/2022	Date:	Date: 1-27-2022

Approved by Funding Agency (if applicable)

Ву:	Date:
Title:	

Rowan County Chemical Booster Station Summary RFP's, WCD's and Change Orders <u>Updated December 21, 2021</u>

WCD No.	RFC No. / Date	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	9/5/2022	
001	001		Wining for 4-20-mA Functionality for Metering Pumps	\$1,939.4 8		\$ 1,939.4 8	\$744,839.89	0				VOID by FO-001.
	003		Additional Programming for 4-20 mA Functionality	\$2,150.57		\$2,150.57	\$745,050.98		-			Cost Proposal (RFC-903) Rev 2 received 12/7
	002		4	\$74,672.53		\$74,672.53	\$819,723.51					Cost Proposal (RFC-002) received 11/23
		001	Change Order No. 1 Total Percentage Change per CO No. 1	\$76,823.10	\$0.00	\$76,823.10	\$819,723.51 10.34%	219		217	7 - 7 3 - 81 - 1	Executed
_					_							
		002	Total Percentage Change To Date	\$0.00	\$0.00	\$0.99	\$819,723.51 10.34%	0		0		Executed
		003	Change Order No. 3 (Future)	\$0.00	\$0.00	\$0.00		0		9		Future
	No.	004 004	WCD No. RFC No. Order No. 904 904 003 002 001 001 002	WCD No. / Date No. Order No. Description Original Contract Amount / Durations / Dates Wiring for 4-20-mA Functionality for-Metering Pumps Additional Programming for 4-20 mA Functionality 40 kW Generator/Manual Transfer Switch Relocation OD1 Change Order No. 1 Total Percentage Change per CO No. 1 Change Order No. 2 Total Percentage Change To Date	WCD No. Order No. Description Cost	WCD No. Order No. Description Cost Credit	WCD No. Order No. Description Cost Credit Net	WCD No. RFC No. / Date Order No. Description Cost Credit Net Amount 001 094 Original Contract Amount / Durations / Dates \$1,939.48 \$1,939.48 \$742,900.41 003 Additional Programming for 4-20 mA Functionality \$2,150.57 \$2,150.57 \$745,050.98 002 40 kW Generator/Manual Transfer Switch Relocation \$74,672.53 \$74,672.53 \$819,723.51 001 Change Order No. 1 \$76,823.10 \$0.00 \$76,823.10 \$819,723.51 002 Change Order No. 2 \$0.00 \$0.00 \$0.00 \$819,723.51 003 Change Order No. 2 \$0.00 \$0.00 \$0.00 \$819,723.51 004 Change Order No. 2 \$0.00 \$0.00 \$0.00 \$819,723.51 005 Change Order No. 3 (Future) \$0.00 \$0.00 \$0.00 \$819,723.51	WCD No. RFC No. / Date Order No. Description Cost Credit Net Addition S.C. Duration 001 004 Wiring for 4-20 mA Functionality for Metering Pumps \$1,939.48 \$1,939.48 \$744,839.89 0 003 Additional Programming for 4-20 mA Functionality \$2,150.57 \$2,150.57 \$745,050.98 002 40 kW Generator/Manual Transfer Switch Relocation \$74,672.53 \$74,672.53 \$819,723.51 001 Change Order No. 1 \$76,823.10 \$6.00 \$76,823.10 \$819,723.51 219 002 Change Order No. 2 \$0.00 \$0.00 \$819,723.51 0 002 Change Order No. 2 \$0.00 \$0.00 \$819,723.51 0 003 Change Order No. 2 \$0.00 \$0.00 \$819,723.51 0	WCD No. RFC No. / Date Order No. Description Cost Credit Net Contract Amount Amount Duration S.C. Duration S.C. Date S.C. Duration S.C. D	WCD No. RFC No. / Date Order No. Description Cost Credit Net Amount Amount Amount Duration Duration S.C. Date Duration F.C. Duration 001 094 Original Contract Amount / Durations / Dates \$1,939.48 \$1,939.48 \$744,939.89 0 8/9/2022 217 003 Additional Programming for 4-20 mA Functionality \$2,150.57 \$2,150.57 \$745,050.98 0 0 002 40 kW Generator/Manual Trensfer Switch Relocation \$74,672.53 \$74,672.53 \$819,723.51 219 217 001 Change Order No. 1 \$76,823.10 \$0.00 \$76,823.10 \$819,723.51 219 217 002 Change Order No. 2 \$0.00 \$0.00 \$0.00 \$819,723.51 0 0 002 Change Order No. 2 \$0.00 \$0.00 \$0.00 \$819,723.51 0 0 002 Change Order No. 3 (Future) \$0.00 \$0.00 \$0.00 \$819,723.51 0 0	WCD No. RFC No. / Date Order No. Description Cost Credit Net Contract Amount Amount Pouration Date S.C. Duration Date F.C. Duration Date F.C. Duration S/742,900.41 219 8/9/2022 217 9/6/2022 001 004 Wiring for 4-20 mA Functionality For Metering Pumps \$1,939.48 \$1,939.48 \$744,839.89 0 0 \$1,939.48 \$1,9

\$76,823.10

RFP - Request for proposal WCD - Work Change Directive RFC - Contractor Proposal S.C. - Substantial Completion F.C. - Final Completion

DELLINGER, INC. HEAVY CONTRACTOR MONROE, NC

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#	002	PROJECT	NE Rowan County Chemical Booster Station	DATE 11/23/2021
Attn:	Hayden Reynolds, EIT			
Eng./Owner:	Hazen and Sawyer			
Address:	4011 WestChase Blvd, Suite	500		
City:	Raleigh, NC 27607		-	
Owner:	Rowan County			
Description of Change: to install a Permanent Ge	New CAT Generator with conerator and Relocation of Mar	oncrete pad for the No	ortheast Rowan Water Chemical Booster Station. Change	Order includes all items required
	MINITED TO THE OF THE OF THE OF THE OF	TAME TAMESTON DIVINION.		
Owner has selected the C	AT Generator, the quote has b	een attached and app	roved. This quote shall overide any specifications as it has	already been reviewed.
Dellinger Inc. will supply	the generator, installation, and	d grading/concrete wo	ork. The Boswell Group will add all necessary wiring and	take care of the relocation of the
MTS as shown on docum	ents provided.			
Due to the extended deliv This Change Order would		s past the original con	ntract time, Dellinger is requesting that the contract be paid	l in full, including retainage.
*SRU has shown interest	in moving the Generator forw	ard closer to the drive	e and locating the MTS closer toward the drive as well.	
This RFC is valid for	30 days, at whi	Change Order A	Amount of cost and time may be necessary.	\$74,672.53
Request for Change to C	Contract Amount Accepted b	y Owner	DELLINGER, INC.	
Ву:	Signature	Date:	By: Signature	Date: 11/23/2
			Will Crook - Projec	
	Title		Name and Tit	tle

DELLINGER, INC. HEAVY CONTRACTOR MONROE, NC

General Contractor P.O. Box 929 --- Monroe, NC 28111-0929

Office No. (704) 283-7551

Fax No. (703-289-8217

COST DETAILS

JOB NO: PROJECT:	P-1246 NE Rowan County (REQUEST FOR CHANGE # DATE; 11/23/2021 DWNER: Rowan County	002	
LABOR					
SEE ATTACHED			\$5,864.00		
Project Manager		Rate \$ 59,04 X 12 Hou	ur \$ 708.48		
Start Up Generator		Rate \$ 59.04 X 8 Hou	ur \$ 472,32		
	,	SUBTOTAL TAX, INS., BENEFITS 35.48% SUBTOTAL - LABOR	\$7,044.80 \$2,499.50	\$9,544.30	
<u>EQUIPMENT</u>					
Crane See Attached		SUBTOTAL - EQUIPMENT	\$2,000.00 \$1,600.00	\$3,600.00	
MATERIAL				45,000.00	
CAT Generator (See Attached) Wedge Anchors		_	\$26,400,00 \$100,00		
Concrete Concrete Forms			\$1,300.00		
Rebar		_	\$350.00 \$1,000.00		
Stone			\$300,00		
Expansion Joint Mazterial Fuel For Generator	<u>.</u> .	_	\$10.00 \$2,354.00		
Grassing		_	\$300,00		
		SUBTOTAL SALES TAX EXEMPT	\$32,114.00		
		SALES TAX EXEMPT SUBTOTAL - MATERIAL	\$0,00	\$32,114,00	
SUBCONTRACTOR					
The Boswell Group			\$18,205.66		
See Attached		- -			
	- 1.	SUBTOTAL - SUBCONTRAC	TS		\$18,205.66
JOB OVERHEAD					
OUT OF TOWN EXPENSES	\$220.00	PER DAY	\$1,100,00		
UTILITIES (SANITARY FACILI	TTES,				
TELEPHONE, POWER)	\$14.00	PER DAY SUBTOTAL - JOB OVERHEA	\$70.00	\$1,170.00	
PRORATED AND OTHER CO	<u>ST</u>				
MOB / DEMOB			#1 600.50		
SAFETY 2% OF LABOR			\$1,500.00 \$190.89		
SMALL TOOLS 2% OF LABOR			\$190,89		
		SUBTOTAL - OTHER COSTS		\$1,881.77	
			SUB TOTAL	\$48,310.07	
			MARK UP 15 %	\$7,246.51	
				\$55,556.58	
			SUBCONTRACTS MARK UP 5%	\$18,205.66 \$910.28	
			SUBTOTAL	\$74,672,53	
			BOND 1 % TOTAL	\$0.00 \$74,672.53	
			TOTAL	Φ14,012,33	

CREW	RATE
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RFC 002

DATE #######
PROJECT NE Rowan County Chemical Booster Station

LABOR

	PER HOUR		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
LAB	OR COST PER DAY	;	\$1,172.80

LABOR SUMMARY

DAYS TO PERFORM WORK 5,00 COST \$5,864.00

EQUIPMENT

DESCRIPTION	BLUE BOOK 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:

<u>QTY</u> 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



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.
- 3. 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. <u>REMEDIES UPON BREACH</u>. 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. <u>CANCELLATIONS</u>. 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. <u>INSOLVENCY OF CUSTOMER</u>. 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
	N	TBG JOB#	1975
		RFC#	4
WE ARE	SENDING YOU:		
	CONTRACT		SAMPLES
	COPY OF LETTER		SAFETY / SDS BOOK
Х	REQUEST FOR CHANGE		SHOP DRAWINGS
<u></u>	_ PLANS		SPECIFICATIONS
	PRINTS		OTHER .
<u>X</u>	E OF ABOVE: SUBMIT FOR APPROVAL APPROVED AS NOTED AS REQUESTED JOB SITE REQUIREMENT		RETURNED FOR CORRECTIONS RESUBMIT FOR APPROVAL SUBMIT CORRECTED PRINTS OTHER
	DESCRIPTION OF REQUEST FOR CHANG	E	
	Add wiring to generator furnished by others,		stall 1-Wall Pack
***************************************	per RFP #002-Rev 1		
SIGNATU	IRE OF RECEIPT:		DATE
DDINTED	NAME OF AROVE		

REQUEST FOR CHANGE FORM

Date: 1

11/15/21

Sales Tax Rate: _

Project Number:

7.00%

Request for change Number #:

4 S1246-05

Project Name:

NE Rowan Chem Booster Station

Contractor Name:

Who Initiated Request:

Dellinger Will Crook

Change Description:

Add wiring to generator furnished by others, Furnish and install 1-Wall Pack

per RFP #002-Rev 1

(a) <u>Materials</u>

\$10,169.52

(b) Rent of Equipment

\$550.00

Labor

Hours: 98.0

Rate:

Subtotal:

Subtotal:

\$35.00

\$10,719.52

(e) <u>Labor Burden</u>

[a+b+c+e]

[a+b]

\$15,178.52

\$1,029.00

(d) <u>Subcontractors</u>

\$0.00

(f)

(c)

Overhead & Profit--Materials, Rental, Labor

addition

\$2,276.78

Overhead & Profit--Subcontractors and Lower Tier Subs

addition

\$0.00

Sub-Total (2) (f)

\$17,455.30

(g)

Sales Tax on (a) and (b) above)

\$750.37

Total Request For Change

\$18,205.66

Extension of Time Requested:

calendar days.

11/15/21

THOMAS CARYL
Subcontractor

Date

Contractor

Acceptance

Date

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	\$400.00
1		12"x12"x6" SS j-box	\$1,000.00	\$1,000.00
				\$0.00
				\$0.00
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Type Labor	Quantity in Hours	Labor Rate	Totals
ELECTRICAL	98.0	\$35.00	\$3,430.00
			\$0.00
			\$0.00
			\$0.00
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<u>Iternized Equipment Rental Breakdown</u>

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
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				\$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:

Proj Name: GB Quote #:

Release Nbr:

Purchase Order Nbr:

Additional Ref#

Valid From: Valid To:

11/11/2021 11/12/2021

11/11/2021

0239337601

Contact:

CAMERON HILDRETH

Email:

cameron.hildreth@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item Item	т/Туре	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 #: 882	272926	3 UPC#:98	8003001102					
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 #: 882	273304	UPC #: 98	3002001162					
300		3 EA	CONDUIT	3/4-ALUM-COUP	3/4-ALUM COND COUPL	\$345.87	100	\$10.38
GB Part #: 882	273303	UPC #: 98	002001132	ž				
400		1 EA	COOPER CROUSE-HINDS	LB25 CGN	3/4 RGD LB COND BODY CVRAND GSKT AL	\$705.25	100	\$7.05
GB Part #: 960	15893	UPC #: 78	456474370					
500		4 EA	COOPER CROUSE-HINDS	12SS ·	3/4 FITTING LOCKNUT SS	\$1,672.93	100	\$66.92
3B Part #: 254;	23069	UPC #: 66:	227702913					
600		2 EA	COOPER CROUSE-HINDS	932	3/4 INS BSHG 105 DEGREE C	\$9.77	100	\$0.20
BB Part #: 9213	34048	UPC #: 784	156410932					

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

To: 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
3B Part #: 90002096	UPC #: 70	450836988					
300	8 EA	ABB ELECTRICAL	CPL1-G	1 GRAY PVC CTD COUPLINGSTL	\$12.00	1	\$96.00
BB Part #: 90002095	UPC #: 704	450836219					
400	4 EA	ABB ELECTRICAL	LB38-4X-G	1 IN GRAY PVC CTD UL4X LB FM8	\$129.20	1	\$516.80
BB Part #: 25271697	UPC #: 704	150802449					

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24-Hour Emergency Phone#: 1-800-GRAYBAR

Attn:

CARYL MECH INC DBA THE BOSWELL GRP

2303 STAFFORD STREET EXT

MONROE NC 28110-9673

Jerry Blanchard

Date:

Proj Name: GB Quote #: 11/11/2021

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 #: 70	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-HIND	LT100 S	1-IN STR L/T CONN	\$387.58	100	\$7.75
GB Part #: 88073391	UPC #: 78	456430100 ,					
1900	2 EA	COOPER CROUSE-HIND	LT10090 S	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
3B 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
SB Part #: 25321592	UPC #: 781	100259338					

This equipment and associated installation charges may be financed for a few monthly payment through Greybar 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

2200	100 EA	LHDOTTIE	FWS38	3/8IN FLAT WASHERS STAINLESS STEEL	\$17.14	100	\$17.14
GB Part #: 99601308	UPC #: 7	7 8100269890					
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 #: 9	8010022800					
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 #: 9	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	8022061499					
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	5111516591		•			
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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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:

Proj Name: GB Quote #: 11/11/2021

0239337601

ProposalWe Appreciate Your Request and Take Pleasure In Responding As Follows

GB Part #: 90002099	UPC #: 7	70450836241					
3000	2 EA	ABB ELECTRICAL	LB68-4X-G	2IN GRAY FVC CTD LB FORM 8 UL-4X BODY	\$284.62	1	\$569.24
GB Part #: 25457381	UPC #: 7	0450802475					
3100	6 EA	CONDUIT	UA 2 GRY CUT REEL	UL TYPE LIQUID TIGHT	\$757.81	100	\$45.47
GB Part #: 95076739	UPC #: 9	8095076739					
3200	1 EA	COOPER CROUSE-HINDS	LT200	2-IN STR L/T CONN	\$1,861.28	100	\$18.61
GB Part #: 88073406	UPC #: 7	8456430200					
3300	1 EA	COOPER CROUSE-HINDS	LT20090	2-IN 90D L/T CONN	\$2,661.87	100	\$26.62
GB Part #: 88073408	UPC #: 78	3456490200					
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		- W - W - W - W - W - W - W - W - W - W			
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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24-Hour Emergency Phone#: 1-800-GRAYBAR

CARYL MECH INC DBA THE BOSWELL GRP

2303 STAFFORD STREET EXT

MONROE NC 28110-9673

Jerry Blanchard Attn:

Date:

11/11/2021

Proj Name: GB Quote #:

0239337601

ProposalWe Appreciate Your Request and Take Pleasure in Responding As Follows

3700	1 EA	INTERMATIC INC	WP1010MXD	DIE CAST XDUTY 1G VERT - (BOSS)	\$19.14	1	\$19.14
GB Part #: 25447011	UPC #: 0	7827513013					
3800	12 EA	CONDUIT	UA 1/2 GRY CU REEL	T UL TYPE LIQUID TIGHT	\$166.59	100	\$19.99
GB Part #: 95076750	UPC #: 9	8095076750					
3900	2 EA	COOPER CROUSE-HIND	LT50 S	1/2 STR L/T CONN	\$190.62	100	\$3.81
GB Part #: 88073425	UPC #: 78	8456430050					
4000	2 EA	COOPER CROUSE-HIND	LT5090 S	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	3101157490					
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
3B Part #: 22063080	UPC #: 98	022063080	,				
1400	1 EA	BURNDY LLC	KS29	SERVIT 1 STR-250	\$18.89	1	\$18.89
GB Part #: 88047677	UPC #: 78	181001380					

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 cell 1-800-241-7408 to speak with a leasing specialist.

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24-Hour Emergency Phone#: 1-800-GRAYBAR

To: 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

Proposal

We 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.

To learn more about Graybar, visit our website at www.graybar.com

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

They are making some changes and I need some prices:

1-----FIXTURE TYPE LW1

\$ 400 9 6

1-----12" X 12" X6" N 4X SST BOX

\$ 1,00000 €

Thank you.

Jerry Blanchard **Electrical Estimator**



ELECTRICAL & PLUVBING CONTRACTORS COMMERCIAL | INCUSTRIAL | SERVICE

PO Box 3020 Monroe, NC 28111 0:704.289.8986 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.

DELLINGER, INC.HEAVY CONTRACTOR MONROE, NC

General Contractor P. O. Box 929 ---- Mouroe, NC 28111-0929

Name and Title

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	DATE_	12/7/2021
Attn: Eng./Owner: Address: City: Owner:	Hayden Reynolds, EIT Hazen and Sawyer 4011 WestChase Blvd, Suite Raleigh, NC 27607 Rowan County	500			
Description of Change: coincides with RFP -001	Proposal provided by Lord & and FO-001.	Company for Addition	onal Scope items for the Northeast Rowan Chemcal Boo	ster Station. Th	is Change Order

This RFC is valid for	10days, at whic	Change Order Ai h time reevaluation of	mount Cost and time may be necessary.	=	<u>\$2,150.57</u>
Request for Change to (Contract Amount Accepted by	y Owner Date:	By: Will Control of the Control of t		ate: 12/7/21
	Title		Will Crool - Project M Name and Ti		*

DELLINGER, INC. HEAVY CONTRACTOR MONROE, NC

General Contractor P.O. Box 929 ---- Monroe, NC 28111-0929

Office No. (704) 283-7551

Fax No. (703-289-8217

COST DETAILS

JOB NO: P-1246	on County C	Pharminal Danatas Citatian	DATE:	12/7/2021	003	
PROJECT: NE Row	an County C	hemical Booster Station	OWNE	R: Rowan County		
LABOR		10.000			****	
Project Manager		Rate \$ 59,04 X 2	Hours	\$ - \$ 118.08		
		SUBTOTAL TAX, INS., BENEFITS 35.48% SUBTOTAL - LABOR		\$ 118.08 \$ 41.89	\$ 159.97	
EQUIPMENT						
				\$ - \$ -		
		- SUBTOTAL - EQUIPMEN	Т	-	\$	
MATERIAL						
Lord & Company		- - -		\$ 1,685.18		
		SUBTOTAL SALES TAX 0.00% SUBTOTAL - MATERIAL		\$ 1,685.18 \$ -	\$ 1,685.18	
<u>SUBCONTRACTOR</u>						
		- SUBTOTAL - SUBCONTR.	ACTS			\$ -
JOB OVERHEAD						
OUT OF TOWN EXPENSES UTILITIES (SANITARY FACILITIES,	\$150,00	PER DAY		\$ -		
TELEPHONE, POWER)	\$14.00	PER DAY SUBTOTAL - JOB OVERH	IEAD	\$ -	\$ -	
PRORATED AND OTHER COST						
MOB / DEMOB SAFETY 2% OF LABOR SMALL TOOLS 2% OF LABOR		SUBTOTAL - OTHER COS	ere.	\$ 3,20 \$ 3,20	\$ 6.40	
		SOBIOTAL-OTTER COS	,113		\$ 6.40	
				SUB TOTAL	\$ 1,851.55	
				Mark Up 15%	\$ 277.73 \$ 2,129.28	
				SUBCONTRACTS MARK UP 5% SUBTOTAL	\$ 2,129.28 \$ - \$ 2,129.28	
				BOND 1 % TOTAL	\$ 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

Locations
Fort Mill, South Carolina
Durham, North Carolina



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 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:** January 28, 2022

SUBJECT: Fiscal Year 2021 Financial Report Presentation

Martin Starnes & Associates, CPAs, P.A., has completed the annual audit of the County. A representative from Martin Starnes will be present on February 7th to discuss the County's Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 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: Craig Lamb, Rowan Cabarrus Community College

DATE: February 1, 2022

SUBJECT: Update Regarding Rowan Jobs Initiative

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: January 28, 2022

SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Туре
Budget Amendments	1/28/2022	Budget Amendment
Budget Amendment	1/31/2022	Cover Memo

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS			-28							
FROM: SHERIFF										
EXPLANATION IN DETAIL:	PLEASE RECOGNIZE REVENUE RECEIVED BY CHECK FOR COST OF PROVIDING REQUESTED RECORDS, AND BUDGED TO OFFICE SUPPLIES EXPENSE ACCOUNT. Prepared by: Major J C Sifford Date: 12/21/2021 Reviewed:									
ACCOUNT TITLE	R/F	ACCOUNT #	INCREASE	DECREASE	-]					
MISC. RECEIPTS	R	1144410-489995	43		42,75					
OFFICE SUPPLIES	E	1154410-561005	43	.	42.75					
1				<u> </u>						
DEDA DEMADARE UE A D										
DEPARTMENT HEAD Approved:		COUNTY MANAGER Approved:	ACCOUNTING I		,					
Disapproved:		Disapproved:	Date Posted:	,						
Amended:		Amended:	Group Number:							
Date:	\vdash	Date:Signature:	Posted by:							
/ All				*						

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL: No county funds are required.

This amendment is to budget Pandemic Lieap/CIP Administration funds.

Prepared by: Kelly Johnson
Date: 1/10/2022

BUDGET INFORMATION:

		·		
ACCOUNT TITLE	R/E	ACCOUNT#	INCREASE	DECREASE
Salaries Regular: Public Assistance	E	33018-001-510005-380		
Public Assistance Health Insurance	E	33018-001-520005-380	\$20,048	
Public Assistance Medicare Tax	Е	33018-001-520010-380	\$1,321	- 11.00° - 1
Public Assistance Retirement	E	33018-001-520015-380	\$9,304	1 VIII VIII VIII VIII VIII VIII VIII VI
Public Assistance Social Security	Е	33018-001-520020-380	\$5,650	
Public Assistance Workers Compens	Ε	33018-310-520026-100	\$2,278	
Public Assistance 401K	E	33018-001-520030-380	\$2,734	
Pandemic Lieap/CIP Admin	R	33018-5314-431308-000	\$132,460	
DEPARTMENT HEAD				
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING	G USE ONLY
Approved:X		Approved:	Budget Revision # 07-/83	
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 1/10/2022		Date:	Posted by:	
Signature:		Signature:	Approved by:	





DIVISION OF SOCIAL SERVICES

LIEAP and CIP Administration ARPA

FUNDING SOURCE: Federal Low Income Home Energy 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 Previo Funding Au		Additiona	al Allocation	Grand Tot	al Allocation
Co. No.	COUNTY	Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	138,441.00	138,441.00	0.00		138,441.00	
02	ALEXANDER	26,751.00		0.00		26,751.00	
03	ALLEGHANY	11,174.00	11,174.00	0.00	[4] [4] [4] [4] [4] [4] [4] [4] [4] [4]	1 10 A) 1 P 30 A) A (A) A (A) A	
04	ANSON	34,742.00	34,742.00	0.00		34,742.00	
05	ASHE	26,289.00	26,289.00	0.00		26,289.00	
06	AVERY	13,879.00	13,879.00	0.00			
07	BEAUFORT	56,134.00	56,134.00	0.00		56,134.00	
08	BERTIE	30,061.00	30,061.00	0.00	500,5430,000	30,061.00	
09	BLADEN	53,449.00	53,449.00	0.00	. 63	53,449.00	
10	BRUNSWICK	89,337.00	89,337.00	0.00	5.04.10000000	89,337.00	
11	BUNCOMBE	185,931.00	185,931.00	0.00		185,931.00	\$8997127580327 6 SCIP (*A.1.21558)
12	BURKE	75,498.00	75,498.00	0.00		75,498.00	
13	CABARRUS	120,220.00	120,220.00	0.00	10000000000000000000000000000000000000	120,220.00	11 × 1.50 × × × 1.50 ×
14	CALDWELL	78,547.00	78,547.00	0.00		78,547.00	
15	CAMDEN	5,213.00	5,213.00	0.00	(2008)7-9-32	5,213.00	
16	CARTERET	43,987.00	43,987.00	0.00		43,987.00	43,987.00
17	CASWELL	25,240.00	25,240.00	0.00		25,240.00	25,240.00
18	CATAWBA	126,601.00	126,601.00	0.00	(2003)	126,601.00	126,601.00
19	СНАТНАМ	37,124.00	37,124.00	0.00		37,124.00	
20	CHEROKEE	30,240.00	30,240.00	0.00	200000000000000000000000000000000000000	30,240.00	30,240.00
21	CHOWAN	16,548.00	16,548.00	0.00	2.550.00	16,548.00	16,548.00
22	CLAY	10,071.00	10,071.00	0.00		10,071.00	10,071.00
	CLEVELAND	120,884.00	120,884.00	0.00		120,884.00	120,884.00
24	COLUMBUS	78,699.00	78,699.00	0.00		78,699.00	78,699.00
25	CRAVEN	87,149.00	87,149.00	0.00	V) POLIST 2003 (G)	87,149.00	87,149.00
26	CUMBERLAND	378,358.00	378,358.00	0.00		378,358.00	378,358.00
27	CURRITUCK	13,456.00	13,456.00	0.00	0.00	13,456.00	13,456.00
	DARE	17,262.00	17,262.00	0.00	0.00	17,262.00	17,262.00
	DAVIDSON	151,945.00	151,945.00	0.00	0.00	151,945.00	151,945.00
30	DAVIE	27,350.00	27,350.00	0.00	0.00	27,350.00	27,350.00
	DUPLIN	62,768.00	62,768.00	0.00	0.00	62,768.00	62,768.00
1	DURHAM	248,707.00	248,707.00	0.00	0.00	248,707.00	248,707.00
	EDGECOMBE	85,577.00	85,577.00	0.00	0.00	85,577.00	85,577.00
	FORSYTH	345,586.00	345,586.00	0.00	0.00	345,586.00	345,586.00
35	FRANKLIN	53,040.00	53,040.00	0.00	0.00	53,040.00	53,040.00
36	GASTON	205,032.00	205,032.00	0.00	0.00	205,032.00	205,032.00
	GATES	10,653.00	10,653.00	0.00	0.00	10,653.00	10,653.00
	GRAHAM	8,924.00	8,924.00	0.00	0.00	8,924.00	8,924.00
1	GRANVILLE	44,900.00	44,900.00	0.00	0.00	44,900.00	44,900.00
	GREENE	25,825.00	25,825.00	0.00	0.00	25,825.00	25,825.00
1 10000	GUILFORD	512,816.00	512,816.00	0.00	0.00	512,816.00	512,816.00
	HALIFAX	82,789.00	82,789.00	0.00	0.00	82,789.00	82,789.00
	HARNETT	112,968.00	112,968.00	0.00	0.00	112,968.00	112,968.00
	HAYWOOD	51,366.00	51,366.00	0.00	0.00	51,366.00	51,366.00
	HENDERSON	65,493.00	65,493.00	0.00	0.00	65,493.00	65,493.00
1 miles	HERTFORD	35,032.00	35,032.00	0.00	0.00	35,032.00	35,032.00
47	HOKE	58,722.00	58,722.00	0.00	0.00	58,722.00	58,722.00

LIEAP and CIP Administration ARPA cont.

AUTHORIZATION NUMBER: 1

The same		Initial (or Previo	aug) Allogotion	AUTHORIZAT	- CONTROLLING	T	
		Funding Au		Addition	al Allocation	Grand To	al Allocation
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	5,917.00					
49	IREDELL	88,302.00	50. 15			20 (20 (20 (20 (20 (20 (20 (20 (20 (20 (15 SERVICE SER
50	JACKSON	33,745.00		0.00	1	,	
51	JOHNSTON	148,147.00	148,147.00	0.00	0.000000		
52	JONES	11,633.00	11,633.00	0.00			
53	LEE	58,535.00	58,535.00	0.00	0.00	58,535.00	
54	LENOIR	81,785.00		0.00	0.00	81,785.00	5
55	LINCOLN	55,601.00	55,601.00	0.00	0.00	55,601.00	55,601.00
56	MACON	31,370.00	31,370.00	0.00	0.00	31,370.00	31,370.00
57	MADISON	20,044.00	20,044.00	0.00	0.00	20,044.00	20,044.00
58	MARTIN	30,418.00	30,418.00	0.00	0.00	30,418.00	30,418.00
59	MCDOWELL	46,274.00	46,274.00	0.00	0.00	46,274.00	46,274.00
60	MECKLENBURG	751,292.00	751,292.00	0.00	0.00	751,292.00	751,292.00
61	MITCHELL	14,345.00	14,345.00	0.00	0.00	14,345.00	14,345.00
62	MONTGOMERY	25,942.00	25,942.00	0.00	0.00	25,942.00	25,942.00
63	MOORE	62,421.00	62,421.00	0.00	0.00	62,421.00	62,421.00
64	NASH	89,322.00	89,322.00	0.00	0.00	89,322.00	89,322.00
65	NEW HANOVER	187,718.00	187,718.00	0.00	0.00	187,718.00	187,718.00
66	NORTHAMPTON	29,804.00	29,804.00	0.00	0.00	29,804.00	29,804.00
67	ONSLOW	144,376.00	144,376.00	0.00	0.00	144,376.00	144,376.00
68	ORANGE	86,120.00	86,120.00	0.00	0.00	86,120.00	86,120.00
69	PAMLICO	11,761.00	11,761.00	0.00	0.00	11,761.00	11,761.00
70	PASQUOTANK	44,794.00	44,794.00	0.00	0.00	44,794.00	44,794.00
71	PENDER	50,680.00	50,680.00	0.00	0.00	50,680.00	50,680.00
72	PERQUIMANS	13,505.00	13,505.00	0.00	0.00	13,505.00	13,505.00
73	PERSON	39,234.00	39,234.00	0.00		39,234.00	39,234.00
74	PITT	219,198.00	219,198.00	0.00	7,970,980,00	219,198.00	219,198.00
75	POLK	13,584.00	13,584.00	0.00	0.00	13,584.00	13,584.00
76	RANDOLPH	122,816.00	122,816.00	0.00	110.0.0.00	122,816.00	122,816.00
77	RICHMOND	69,469.00	69,469.00	0.00	50070037586		69,469.00
78	ROBESON	215,943.00	215,943.00	0.00			
79	ROCKINGHAM	97,748.00	97,748.00	0.00	100000000	1000-0 2 -000000000000000000000000000000000000	
80	ROWAN	132,460.00	132,460.00	0.00	0.00	132,460.00	132,460.00
81	RUTHERFORD	74,670.00	74,670.00	0.00	0.00	,	
82	SAMPSON	80,212.00	80,212.00	0.00	0.00	900000000000000000000000000000000000000	
83	SCOTLAND	58,278.00	58,278.00	0.00	0.00	58,278.00	58,278.00
84	STANLY	49,016.00	49,016.00	0.00	0.00	49,016.00	49,016.00
85	STOKES	34,111.00	34,111.00	0.00	0.00	34,111.00	34,111.00
86	SURRY	72,059.00	72,059.00	0.00	0.00	72,059.00	
87	SWAIN	12,599.00	12,599.00	0.00			
88	TRANSYLVANIA	25,502.00	25,502.00	0.00		25,502.00	
89	TYRRELL	5,250.00	5,250.00	0.00		5,250.00	5,250.00
90	UNION	104,829.00	104,829.00	0.00		104,829.00	
91 92	VANCE	75,161.00	75,161.00	0.00	0.00	75,161.00	
93	WAKE WARREN	491,440.00	491,440.00	0.00	0.00	491,440.00	5-56-562 Second Gazanyanes
94	WASHINGTON	25,931.00	25,931.00	0.00	0.00	25,931.00	
95	WATAUGA	17,606.00	17,606.00	0.00	0.00	17,606.00	5,00,000,000,000,000
96	WAYNE	41,338.00 148,511.00	41,338.00	0.00	0.00	41,338.00	41,338.00
97	WILKES	75,352.00	148,511.00	0.00	0.00	148,511.00	148,511.00
98	WILSON	102,629.00	75,352.00 102,629.00	0.00	0.00	75,352.00	75,352.00
99	YADKIN	28,419.00	28,419.00	0.00 0.00	0.00	102,629.00	102,629.00
100	YANCEY	19,045.00	19,045.00	0.00	0.00	28,419.00	28,419.00
	Total	\$ 8,697,039.00			\$ -	19,045.00	19,045.00
		5,077,037.00	w 0,071,037.00	J	Φ -	\$ 8,697,039.00	\$ 8,697,039.00

LIEAP and CIP Administration ARPA cont.

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds Block Grant

CFDA Number: 93.568

CFDA Name: Low-Income Home Energy Assistance Award Name: Low-Income Home Energy Assistance

Award Number: 2101NCE5C6

Award Date: FFY 2021 Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

XS411 Heading: LIEAP ARPA

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 NC GENERAL ASSEMBLY. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE
Ruhal Styrup

DATE:

January 7, 2022

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

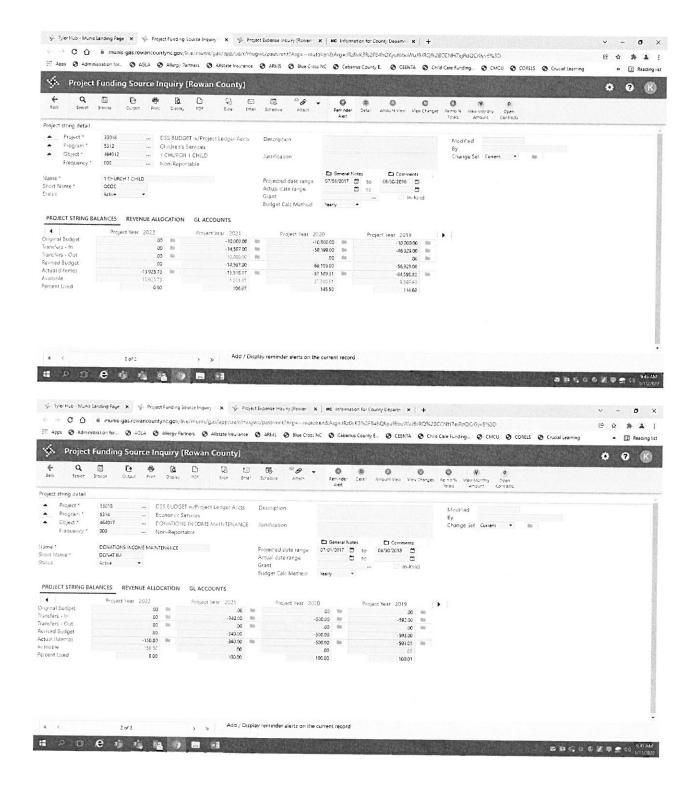
This amendment is to budget donations received in order to provide goods and services to our clients.

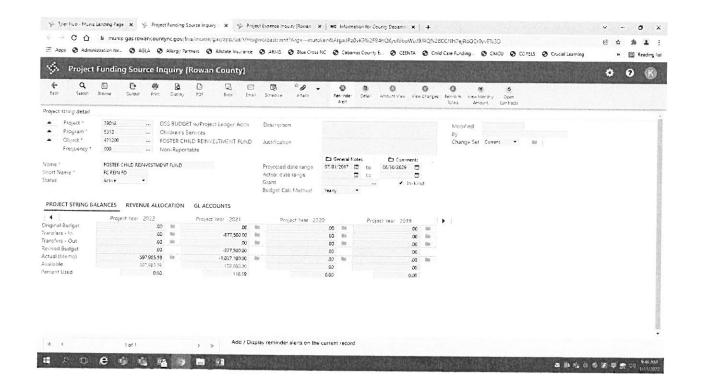
Prepared by:	Kelly Johnson
Date:	1/10/2022

BUDGET INFORMATION:

ACCOUNT TITLE	R/E		INCREASE	DECREASE
Donations-One Church One Child	E	33018-000-583002-000	\$13,925	
Donations-One Church One Child	R	33018-5312-464012-000	\$13,925	
Donations-Income Maintenance	E	33018-000-583088-000	\$150	
Donations-Income Maintenance	R	33018-5314-464017-000	\$150	
Foster Child Reinvestment Fund	E	33018-000-583000-000		
Foster Child Reinvestment Fund	R	33018-5312-431200-000	\$597,985	
	-			
	-			
	-			
	ļ			
	-			
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTIN	G LISE ONLY
				- /
Approved:X		Approved:	Budget Revision # 4	17-194
		X 251		
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 1/11/2022		Date:	Posted by:	
Signature:		Signature:	150 I	
122		-	Approved by:	

gult





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.

Pre	pared	by	

Kelly Johnson 1/11/2022

Date:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE	
Share The Warmth	Ε	33018-065-582044-100	\$6,996		
Share The Warmth	R	33018-5317-434067-000	\$6,996		
	-				
	-			2010 1000 1000 1000 1000 1000 1000 1000	
	+			7	
DEDARTMENT HEAD					
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTIN	G USE ONLY	
Approved:X		Approved:	Budget Revision#_	07-195	
Disapproved:		Disapproved:	Date Posted:		
Amended:		Amended:	Group Number:	The state of the s	
Date: 01/11/2022		Date:	Posted by:		
Signature:		Signature:	Approved by:		



FA attached shows an allocation of 11,996. I budgeted 5,000; therefore, we need to increase the allocation by 6,996 for revenues and expenditures. We have paid 7,060 in expenditures thus far.





FUNDING AUTHORIZATION DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth

EFFECTIVE DATE: <u>07/01/2021</u> AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM JUNE 2021 THRU MAY 2022 SERVICE MONTHS FROM JULY 2021 THRU JUNE 2022 PAYMENT MONTHS

Co. No.						1	
Co No		Initial (or Previous) Allocation Funding Authorization		Additional	Additional Allocation		l Allocation
CO. NO.	COUNTY	State	Total	State	Total	State	Total
01	ALAMANCE	394.84	394.84	15,299.39	15,299.39		15,694.23
02 A	ALEXANDER	0.00	0.00	0.00	0.00	1070	0.00
03 A	ALLEGHANY	0.00	0.00	0.00	0.00		0.00
04 A	ANSON	0.00	0.00	0.00	0.00	1	0.00
05 A	ASHE	0.00	0.00	0.00	0.00	200,000,000	0.00
06 A	AVERY	0.00	0.00	0.00	0.00	20300000	0.00
07 E	BEAUFORT	0.00	0.00	0.00	0.00	(C. C. C	0.00
08 E	BERTIE	0.00	0.00	0.00	0.00	2 1800	0.00
09 E	BLADEN	0.00	0.00	0.00	0.00	0.00	0.00
10 E	BRUNSWICK	0.00	0.00	0.00	0.00	0.00	0.00
11 E	BUNCOMBE	0.00	0.00	0.00	0.00	0.00	0.00
12 B	BURKE	0.00	0.00	0.00	0.00	0.00	0.00
13 C	CABARRUS	0.00	0.00	0.00	0.00	0.00	0.00
14 C	CALDWELL	0.00	0.00	0.00	0.00	0.00	0.00
15 C	CAMDEN	0.00	0.00	0.00	0.00	0.00	0.00
16 C	CARTERET	0.00	0.00	0.00	0.00	0.00	0.00
17 C	CASWELL	0.00	0.00	0.00	0.00	0.00	0.00
18 C	CATAWBA	0.00	0.00	17,539.27	17,539.27	17,539.27	17,539.27
19 C	CHATHAM	0.00	0.00	0.00	0.00	0.00	0.00
20 C	CHEROKEE	0.00	0.00	0.00	0.00	0.00	0.00
21 C	CHOWAN	0.00	0.00	0.00	0.00	0.00	0.00
22 C	CLAY	0.00	0.00	0.00	0.00	0.00	0.00
23 C	CLEVELAND	0.00	0.00	0.00	0.00	0.00	0.00
24 C	COLUMBUS	0.00	0.00	0.00	0.00	0.00	0.00
25 C	CRAVEN	0.00	0.00	13,466.63	13,466.63	13,466.63	13,466.63
26 C	CUMBERLAND	0.00	0.00	18,116.61	18,116.61	18,116.61	18,116.61
27 C	CURRITUCK	0.00	0.00	0.00	0.00	0.00	0.00
28 D	DARE	0.00	0.00	0.00	0.00	0.00	0.00
29 D	DAVIDSON	0.00	0.00	18,222.80	18,222.80	18,222.80	18,222.80
30 D	DAVIE	0.00	0.00	0.00	0.00	0.00	0.00
31 D	DUPLIN	0.00	0.00	0.00	0.00	0.00	0.00
32 D	DURHAM	0.00	0.00	0.00	0.00	0.00	0.00
33 EI	EDGECOMBE	0.00	0.00	11,498.47	11,498.47	11,498.47	11,498.47
34 F0	ORSYTH	200.00	200.00	24,961.79	24,961.79	25,161.79	25,161.79
35 FI	RANKLIN	0.00	0.00	0.00	0.00	0.00	0.00
36 G.	GASTON	0.00	0.00	0.00	0.00	0.00	0.00
37 G.	GATES	0.00	0.00	0.00	0.00	0.00	0.00
38 G	GRAHAM	0.00	0.00	0.00	0.00	0.00	0.00
39 G	RANVILLE	0.00	0.00	0.00	0.00	0.00	0.00
40 G	REENE	0.00	0.00	0.00	0.00	0.00	0.00
41 G	UILFORD	0.00	0.00	29,199.90	29,199.90	29,199.90	29,199.90
42 H	IALIFAX	0.00	0.00	0.00	0.00	0.00	0.00
43 H.	IARNETT	0.00	0.00	0.00	0.00	0.00	0.00
44 H	IAYWOOD	0.00	0.00	0.00	0.00	0.00	0.00
45 HI	IENDERSON	0.00	0.00	0.00	0.00	0.00	0.00
46 HI	ERTFORD	0.00	0.00	0.00	0.00	0.00	0.00
47 H	OKE	0.00	0.00	0.00	0.00	0.00	0.00

FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth

ST			Initial (a. D.	(a) A II				
COUNTY					A 1.172	1.411	0 15	
HYDE		COUNTY						
HEDELL	48							
SO	49	IREDELL		.0007/0000	Atomicoco	7	0.6	
51 OHNSTON	50	JACKSON		5790 0	(1)00000000	(Albert		
S2 IONES	51	JOHNSTON	0.00	0.00	1000	1	10000000	1004000
ST	52	JONES	0.00	0.00	0.00	0.00	2000000	
STEP STEP	10000000	Control of the contro	0.00	0.00	0.00	0.00	0.00	1280,000
MACON			0.00	0.00	0.00	0.00	0.00	
ST		A STATE OF THE PROPERTY OF THE	1.00	0.00	0.00	0.00	0.00	0.00
SE	1,000	No. of the Control of		the Arrange		- P	0.00	0.00
MCDOWELL	35000	BOAT ASSESSMENT OF STATES AND STATES		an application	100000000	10000	0.00	0.00
MECKLENBURG	v 0000		70.000000000000000000000000000000000000					
MITCHELL			Section 2					
MONTGOMERY		1076480A-0.403000000000000000		100000000	300000000	1		
MOORE	*******	ACTION ACTION OF CONTRACTOR AND CONTRACTOR	3				100204000000000000000000000000000000000	- Same and the sam
NASH	0.000			le contraction of the contractio		E 2000 2000	(0.000)	
NEW HANOVER	20000							
NORTHAMPTON	7,000	142,542				F CONTROL SAME WASHINGTON		1000000
ONSLOW	66	5-02-04-02-04-04-04-04-0	101000000000					17 (11 6) (10 (10 (10 (10 (10 (10 (10 (10 (10 (10
68 ORANGE 0.00 <th< td=""><td>67</td><td>ONSLOW</td><td></td><td></td><td></td><td></td><td></td><td></td></th<>	67	ONSLOW						
69 PAMLICO 0.00 <t< td=""><td>68</td><td>ORANGE</td><td></td><td>0.00000000</td><td></td><td>1000000</td><td>0.000.000.000</td><td></td></t<>	68	ORANGE		0.00000000		1000000	0.000.000.000	
PASQUOTANK	69	PAMLICO	0.00			180000000		
PENDER	70	PASQUOTANK	0.00	0.00		0000000	10703,000	200000
72 PERQUIMANS 0.00	71		0.00	0.00	0.00	E 150 CONTROL	. 11/00/01/00/01/01/01/01/01/01/01/01/01/0	SOLVE STORE OF A STORE
PITT 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	72	PERQUIMANS	0.00	0.00	0.00	0,00	0.00	12/2/2003
POLK	10,600		0.00	0.00	0.00	0.00	0.00	0.00
76 RANDOLPH 0.00 0.00 0.00 0.00 0.00 0.00 77 RICHMOND 0.00 0.00 0.00 0.00 0.00 0.00 0.00 78 ROBESON 0.00 0.00 0.00 0.00 0.00 0.00 79 ROCKINGHAM 0.00 0.00 11,325.63 11,325.63 11,325.63 11,325.63 11,325.63 11,325.63 11,396.94 11,996.94	(22.847)	year or w.		0.00	0.00	0.00	0.00	0.00
77 RICHMOND 0.00 0.00 11,606.53	3385	200 00 900 0000000		0.00	0.00	0.00	0.00	0.00
78 ROBESON 0.00 0.00 0.00 0.00 0.00 0.00 79 ROCKINGHAM 0.00 0.00 11,325.63 11,96.94 11,96.94 11,96.94 11,96.94 11,96.94 <td></td> <td></td> <td>E CONTROL OF</td> <td></td> <td></td> <td>50000</td> <td>0.00</td> <td>0.00</td>			E CONTROL OF			50000	0.00	0.00
ROCKINGHAM				000000000000000000000000000000000000000		25 pp. 2001		11,606.53
80 ROWAN 0.00 0.00 11,323.63 11,323.63 11,325.63 12,00 0.00 0.00 0.00 </td <td></td> <td></td> <td></td> <td>800-04-7100</td> <td>50000000000</td> <td></td> <td>NO. 1072-000-00-00-00-00-00-00-00-00-00-00-00-0</td> <td>2.000.00</td>				800-04-7100	50000000000		NO. 1072-000-00-00-00-00-00-00-00-00-00-00-00-0	2.000.00
81 RUTHERFORD 0.00		Chroni na angrita angahan 187 (cha						
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				594.84	251,251.19	251,251.19	251,846.03	251,846.03

FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth

FUNDING SOURCE: Share the Warmth

GRANT INFORMATION:

This funding authorization represents 100% state funds.

XS411 Heading: Not available on XS411 Report Tracked on XS411: Not available on XS411 Report

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

AUTHORIZED SIGNATURE	DATE:		
habel Styrings	December 30, 2021		



FUNDING AUTHORIZATION DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth

EFFECTIVE DATE: 07/01/2021

AUTHORIZATION NUMBER: Prior Balances

ALLOCATION PERIOD

FROM JUNE 2021 THRU MAY 2022 SERVICE MONTHS FROM JULY 2021 THRU JUNE 2022 PAYMENT MONTHS

		Prior SFY (2019-20) Balance		Additional Allocation		Grand Total Allocation	
Co. No.	COUNTY	State	Total	State	Total	State	Total
01	ALAMANCE	394.84	394.84	0.00	0.00	394.84	394.84
02	ALEXANDER	0.00	0.00	0.00	0.00	0.00	0.00
03	ALLEGHANY	0.00	0.00	0.00	0.00	0.00	0.00
04	ANSON	0.00	0.00	0.00	0.00	0.00	0.00
05	ASHE	0.00	0.00	0.00	0.00	0.00	0.00
06	AVERY	0.00	0.00	0.00	0.00	0.00	0.00
07	BEAUFORT	0.00	0.00	0.00	0.00	0.00	0.00
08	BERTIE	0.00	0.00	0.00	0.00	0.00	0.00
09	BLADEN	0.00	0.00	0.00	0.00	0.00	0.00
10	BRUNSWICK	0.00	0.00	0.00	0.00	0.00	0.00
11	BUNCOMBE	0.00	0.00	0.00	0.00	0.00	0.00
12	BURKE	0.00	0.00	0.00	0.00	0.00	0.00
13	CABARRUS	0.00	0.00	0.00	0.00	0.00	0.00
14	CALDWELL	0.00	0.00	0.00	0.00	0.00	0.00
15	CAMDEN	0.00	0.00	0.00	0.00	0.00	0.00
16	CARTERET	0.00	0.00	0.00	0.00	0.00	0.00
17	CASWELL	0.00	0.00	0.00	0.00	0.00	0.00
18	CATAWBA	0.00	0.00	0.00	0.00	0.00	0.00
	СНАТНАМ	0.00	0.00	0.00	0.00	0.00	0.00
20	CHEROKEE	0.00	0.00	0.00	0.00	0.00	0.00
21	CHOWAN	0.00	0.00	0.00	0.00	0.00	0.00
22	CLAY	0.00	0.00	0.00	0.00	0.00	0.00
23	CLEVELAND	0.00	0.00	0.00	0.00	0.00	0.00
24	COLUMBUS	0.00	0.00	0.00	0.00	0.00	0.00
25	CRAVEN	0.00	0.00	0.00	0.00	0.00	0.00
26	CUMBERLAND	0.00	0.00	0.00	0.00	0.00	0.00
27	CURRITUCK	0.00	0.00	0.00	0.00	0.00	0.00
28	DARE	0.00	0.00	0.00	0.00	0.00	0.00
29	DAVIDSON	0.00	0.00	0.00	0.00	0.00	0.00
30	DAVIE	0.00	0.00	0.00	0.00	0.00	0.00
31	DUPLIN	0.00	0.00	0.00	0.00	0.00	0.00
32	DURHAM	0.00	0.00	0.00	0.00	0.00	0.00
33	EDGECOMBE	0.00	0.00	0.00	0.00	0.00	0.00
34	FORSYTH	200.00	200.00	0.00	0.00	200.00	200.00
35	FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00
36	GASTON	0.00	0.00	0.00	0.00	0.00	0.00
37	GATES	0.00	0.00	0.00	0.00	0.00	0.00
38	GRAHAM	0.00	0.00	0.00	0.00	0.00	0.00
39	GRANVILLE	0.00	0.00	0.00	0.00	0.00	0.00
40	GREENE	0.00	0.00	0.00	0.00	0.00	0.00
41	GUILFORD	0.00	0.00	0.00	0.00	0.00	0.00
42	HALIFAX	0.00	0.00	0.00	0.00	0.00	0.00
43	HARNETT	0.00	0.00	0.00	0.00	0.00	0.00
955,000	HAYWOOD	0.00	0.00	0.00	0.00	0.00	0.00
	HENDERSON	0.00	0.00	0.00	0.00	0.00	0.00
E 100000 Ba	HERTFORD	0.00	0.00	0.00	0.00	0.00	0.00
47	HOKE	0.00	0.00	0.00	0.00	0.00	0.00

FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth

		Initial (or Previ		ı			
	T	Funding A	uthorization	Additiona	al Allocation	Grand Tota	al Allocation
	COUNTY	State	Total	State	Total	State	Total
48	HYDE	0.00	0.00	7.00	0.000	100	1031.0000
49 50	IREDELL JACKSON	0.00	0.00			20000000	0.000
51	JOHNSTON	0.00	0.00				1000
52	JOHNSTON	0.00	0.00			and the second second	
53	LEE	0.00	0.00			1	
54	LENOIR	0.00	0.00	III NASSON	25/2000		
55	LINCOLN	0.00	0.00		9899	(5,000)	100000000
56	MACON	0.00	0.00			2000000	1
57	MADISON	0.00	0.00			1000	
58	MARTIN	0.00	0.00	AT A SA			
59	MCDOWELL	0.00	0.00		2010/01/01		
60	MECKLENBURG	0.00	0.00		1000000		-
61	MITCHELL	0.00	0.00			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3000.00000
62	MONTGOMERY	0.00	0.00			10000000	E0040000
63	MOORE	0.00	0.00			1	
64	NASH	0.00	0.00			1	
65	NEW HANOVER	0.00	0.00				Fig. 100 (100 (100 (100 (100 (100 (100 (100
66	NORTHAMPTON	0.00	0.00	1000000	1000000		
67	ONSLOW	0.00	0.00	1000000	10000000		
68	ORANGE	0.00	0.00		17.05.0	800 907)	0000900000
69	PAMLICO	0.00	0.00	l .			177,000,000
70	PASQUOTANK	0.00	0.00				
71	PENDER	0.00	0.00	0.000	1		0.00
72	PERQUIMANS	0.00	0.00		1		0.00
73	PERSON	0.00	0.00	7/10/10/10	1		0.00
74	PITT	0.00	0.00	5000000		200760600	0.00
75	POLK	0.00	0.00	70. 1000		0.00	0.00
76	RANDOLPH	0.00	0.00			0.00	0.00
77	RICHMOND	0.00	0.00			0.00	0.00
78	ROBESON	0.00	0.00			0.00	0.00
79	ROCKINGHAM	0.00	0.00	11.495.600		0.00	0.00
80	ROWAN	0.00	0.00	0.00	2507500000	0.00	0.00
81	RUTHERFORD	0.00	0.00	0.00	0.00007	0.00	0.00
82	SAMPSON	0.00	0.00	0.00	0.00	0.00	0.00
83	SCOTLAND	0.00	0.00	0.00		0.00	0.00
84	STANLY	0.00	0.00	0.00	0.00	0.00	0.00
85	STOKES	0.00	0.00	0.00	0.00	0.00	0.00
86	SURRY	0.00	0.00	0.00	0.00	0.00	0.00
87	SWAIN	0.00	0.00	0.00	0.00	0.00	0.00
88	TRANSYLVANIA	0.00	0.00	0.00	0.00	0.00	0.00
89	TYRRELL	0.00	0.00	0.00	0.00	0.00	0.00
90	UNION	0.00	0.00	0.00	0.00	0.00	0.00
91	VANCE	0.00	0.00	0.00	0.00	0.00	0.00
92	WAKE	0.00	0.00	0.00	0.00	0.00	0.00
93	WARREN	0.00	0.00	0.00	0.00	0.00	0.00
94	WASHINGTON	0.00	0.00	0.00	0.00	0.00	0.00
95	WATAUGA	0.00	0.00	0.00	0.00	0.00	0.00
96	WAYNE	0.00	0.00	0.00	0.00	0.00	0.00
97	WILKES	0.00	0.00	0.00	0.00	0.00	0.00
98	WILSON	0.00	0.00	0.00	0.00	0.00	0.00
99	YADKIN	0.00	0.00	0.00	0.00	0.00	0.00
100	YANCEY	0.00	0.00	0.00	0.00	0.00	0.00
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.00
187	Swain Indian	0.00	0.00	0.00	0.00	0.00	0.00
	Total	594.84	594.84	0.00	0.00	594.84	594.84

FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth

FUNDING SOURCE: Share the Warmth

GRANT INFORMATION:

This funding authorization represents 100% state funds.

XS411 Heading: Not available on XS411 Report Tracked on XS411: Not available on XS411 Report

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

AUTHORIZED SIGNATURE	DATE:			
Ruhl Styleys	December 30, 2021			

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: SHERIFF

EXPLANATION IN DETAIL:

RECOGNIZE REVENUE FROM THE NC
GOVERNOR'S CRIME COMMISSION, AND
BUDGET FUNDS TO THE CORRECT EXPENSE
ACCOUNTS.

Prepared by: Major J C Sifford
Date: 1/13/2021
Reviewed:

ACCOUNT TITLE R/E ACCOUNT # INCREASE DECREASE

JUSTICE ASST. REIMBURSEMENT R 1144419-431000 24,499

GRANT

F/A-OTHER E 1154419-576900 20,499

OTHER SMALL EQUIPMENT E 1154419-561095 4,000

JUSTICE ASST. REIMBURSEMENT	R	1144419-431000	24,499	
GRANT				
F/A-OTHER	Е	1154410 57(000	20.400	
I'/A-OTHER	E	1154419-576900	20,499	
OTHER SMALL EQUIPMENT	E	1154419-561095	4,000	

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DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING	USE ONLY
Approved:		Approved:	Budget Revision #	17-279
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date:		Date:	Posted by:	*******
Signature: Keund Kul	1	Signature:		
The state of the s	Y		Approved by:	Annual Company (Annual Company)



STATE OF NORTH CAROLINA OFFICE OF THE GOVERNOR

ROY COOPER GOVERNOR

October 22, 2021

John Sifford Rowan County Sheriff's Office 232 North Main Street Salisbury, North Carolina 28144-4375

Dear Maj. Sifford:

I am pleased to inform you that your agency has been selected to receive a federal fiscal year 2021 grant award from the North Carolina Governor's Crime Commission

Funding for your project, PROJ014855 - 2021 - Rowan County Sheriff's Office Deputy Safety Project, has been authorized and you should receive your award electronically in the coming weeks.

Commission members carefully consider each application in an effort to select programs and projects that will best serve the people of our state. Your proposal is an example of how we can help communities across North Carolina address challenges. Thank you your dedication, hard work and commitment to safer communities for North Carolina families.

With kind regards, I am

Very truly yours

Roy Cooper

RAC/swh

North Carolina Governor's Crime Commission Fiscal Year 2021 Bureau of Justice Assistance (BJA) Justice Assistance Grant (JAG) Request for Applications (RFA)

Application Period

Application Deadline

Grant Project Period of Performance

November 1, 2020 – January 31, 2021 January 31, 2021 by 11:59 PM October 1, 2021 -September 30, 2022

Funded through:

U.S. Department of Justice Office of Justice Programs, Bureau of Justice Assistance (CFDA#16.738)

State Administrative Agency:

North Carolina Governor's Crime Commission 1201 Front Street, Raleigh, NC 27609

http://www.ncdps.gov/gcc

Eligibility to Apply:

The following entities in North Carolina, which provide direct services to crime victims, are eligible to apply for funding:

- Local Law Enforcement Agencies
- State Agencies and Offices
- State law enforcement
- Nonprofit organizations

Applicants are required to apply for grant funding through the GCC online application process. To access GEMS and apply for a grant, go to: https://gems.ncdps.gov. NOTE: All applicants MUST provide proof that they have a valid federal DUNS number and are currently registered with www.SAM.gov at the time of submission.

If you need application assistance, please contact: Navin Puri, Lead Planner, Governor's Crime Commission Navin.Puri1@ncdps.gov

Keyon Ashe, Criminal Justice Planner, Governor's Crime Commission Keyon.Ashe1@ncdps.gov

The Governor's Crime Commission staff is committed to providing high quality, efficient, and effective sub-recipient customer service through guidance, support services, collaboration, compliance and technical expertise during the life of the grant. Our success relies upon the success of our grantees in providing services to communities across the state and in complying with all federal, state, and GCC guidelines. We are here to help you!

GCC Mission Statement

The mission of the Governor's Crime Commission is to improve the quality of life for the citizens of the state, to enhance public safety, and to reduce and prevent crime by improving the criminal justice system.

CJI Mission Statement

The mission of the Criminal Justice Improvement Committee is to encourage proactive and innovative programming and methodologies that improve the criminal justice system. Desired improvements include reducing and discouraging violent crime and associated problems, enhancing all aspects of criminal justice processing to include the incarceration and treatment of offenders and advancing justice system operations.

<u>History</u>

Edward R. Byrne was destined for a life in law enforcement, having a father who was an officer with the New York City Police Department. Eddie-as he was known by family and friends-was an outgoing and friendly person who had a strong calling to public service and wanted to make his city, New York City, a safer place. In 1987, Officer Byrne joined the New York City Police Department's finest, assigned to the 103rd Precinct. Well-liked by his brothers and sisters in blue, Eddie was passionate about his job and loved the opportunities it offered him to interact with the people he was sworn to protect.

In the early morning hours of February 26, 1988, Officer Byrne was on detail protecting a witness who had agreed to testify in court against local drug dealers. Officer Byrne was in his patrol car outside the witness' home around 3:30 a.m. when two armed gunmen crept up to his car from both sides. One of the men knocked on the passenger-side window to distract Officer Byrne just as a second perpetrator ran up to the driver's side window and opened fire. Officer Byrne was shot five times in the head. Both gunmen, along with two other perpetrators who served as lookouts, fled the scene. Officer Byrne died of his wounds. He was only 22 years old.

The four assailants were captured and were eventually sentenced to 25 years to life. They were members of a gang who had been instructed by a jailed drug kingpin to kill a police officer. NYPD lost one of its finest that day, and Eddie's family lost a loved and cherished son and brother. Eddie's three brothers continued the family tradition of law enforcement by dedicating their careers to the field.

In honor of Police Officer Byrne, a major U.S. Department of Justice initiative was titled the Edward Byrne Memorial Justice Assistance Grant Program. The Department's Bureau of Justice Assistance (BJA) administers this program, which allows states and local governments to support a broad range of activities to prevent and control crime and to improve the justice system. It has been nearly 20 years since state and local law enforcement first began applying for the program named after this young fallen hero. BJA is honored to administer "Byrne" funding to communities nationwide in memory of Officer Byrne.

2021 General Award Information

Length of Awards

Subrecipient awards are for one only for the period: 10/01/2021 – 09/31/2022.

Types of Eligible Organizations

The JAG Program provides states and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives and mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

2021 Program Priorities

**While no match will be required, please note that this will greatly diminish the number of grant awards that can be awarded in the 2021 Funding Cycle. This will make this year's grant solicitation process more competitive than in previous years. Also note that a

grantee may apply for the maximum federal amount available in the cap set by the priority but may or may not be awarded the full amount based on committee review and score, discussion, past performance, and availability of federal funds.

- ❖ NO MATCH WILL BE REQUIRED ON ANY PRIORITY.
- ❖ PLEASE TAKE NOTE OF CEILING CAPS FOR EACH PRIORITY. PROPOSALS THAT EXCEED THESE THRESHOLDS WILL NOT BE CONSIDERED FOR FUNDING.
- NO UNMANNED ARIEL VEHICLES (UAV'S) OR DRONES CAN BE REQUESTED.
- ❖ VEHICLE PURCHASES FOR ANY TYPE OF VEHICLE (ALL-TERRAIN VEHICLE, FOUR WHEELER, GATOR, AND/OR TRAILERS) THAT REQUIRES NORTH CAROLINA DMV REGISTRATION ARE NOT ALLOWED.
- ❖ MAINTENANCE OR RENTAL/LEASES ARE NOT ALLOWED.

1. LOCAL LAW ENFORCMENT BLOCK GRANTS

<u>Federal Funding Maximum - \$ 24,500 - 1 YEAR ONLY</u>

<u>Grant funding under this priority is ONLY available to local law enforcement agencies.</u>

Applications may include ONLY EQUIPMENT PURCHASE with a minimum of \$10,000 and a cap of \$24,500 in federal funds per agency. No OVERTIME or PERSONNEL REQUESTS WILL BE ALLOWED. General Equipment and Training requests will support law enforcement functions and activities.

Agencies that submit multiple applications under this priority will be automatically disqualified. Among the items may be purchased with these funds: Radios, non-lethal weapons, weapon replacements, audio and video recording equipment for use with interrogations and interviews, narcan kits (naloxone), cameras for jail, courthouse security apparatus, hardware and software resources for lineups to comply with the statutory lineup identification procedures, and other similar functions relating specific law enforcement activities. Agencies that are requesting body worn cameras must have a departmental policy on the use of body-worn cameras and a data storage solution plan which must be uploaded into the GEMS system and submitted by the application deadline.

NOTE: Agencies applying for funds to purchase recording equipment for custodial interrogations must also meet Special Conditions which will stipulate that the agency:

- Will use these funds to purchase recording equipment and related technology for recording custodial interrogation of individuals by law enforcement.
- Has a written policy for recording interrogations of a category(s) of serious crimes determined by the agency. It must conform to best practices including requirements that the entire interrogation is electronically recorded;
 - the recording equipment is positioned to record both suspect and interrogating officer(s); and a system for cataloging and retaining copies of recordings for use in related judicial proceedings.

Prohibited items include phone lines, unmanned aerial vehicles, any vehicle purchases that require DMV registration, and any other long-term contractual services.

2. STATEWIDE TRAINING AND STATEWIDE ACCREDITATION PRIORITY

Federal Funding Maximum - \$ 200,000 - 1 YEAR ONLY

The Criminal Justice Improvement Committee realizes the importance of training for all law enforcement officials. North Carolina is a large state that has well over 400 town and city police departments and 100 sheriff's offices. It is imperative that local law enforcement, regardless of size and wealth, be trained in sound criminal justice policies, procedures, and live training scenarios. National accreditation standards are one practical way to help achieve this. These standards will help raise the level of professionalism among law enforcement agencies. It will also ensure that the public at large is aware that their officers and deputies have received baseline training on how law enforcement officials should conduct themselves. As such, the Criminal Justice Improvement Committee is seeking applications for statewide training for law enforcement officials, as well as, applications for establishing accreditation standards and ensuring those standards are met by every law enforcement agency in our state.

Contingency

All awards are contingent upon the N.C. Governor's Crime Commission receiving the specified grant funds from the U.S. Department of Justice at the expected level.

Number of Applications per Agency

Agencies may submit multiple applications for JAG funding. Each application MUST be in a different program priority. An agency must note in their application if they are requesting funding in a program priority area in which they already have an open grant. Failure to do so may disqualify the application.

Notification of Application & Review Process

All application submissions, whether continuation or new, will be competitively reviewed and scored by members of the Governor's Crime Commission. <u>Late applications will not be accepted.</u>

Funding Request Cap

Funding caps are determined by the program priority under which the application is submitted. For grants submitted under this RFA, the following funding caps apply:

Program Priority	Funding Cap		
Local Law Enforcement Block Grant	\$ 24,500/1 year only		
Statewide Training and Statewide Accreditation	\$ 200,000/1 year only		

2021 Grant Eligibility Requirements, Restrictions, And Limitations

No application or proposal is guaranteed an award at any time during the grant review or recommendation process. Funding is subject entirely to the availability of federal funds and the priority placement of grants within a competitive process. Applicants must meet all eligibility requirements, restrictions, and limitations.

Please review them carefully before submitting the application:

EQUAL TREATMENT REGULATIONS

All organizations receiving financial assistance from the U.S. Department of Justice are bound by the Equal Treatment Regulations codified at 28 C.F.R. pt. 38. With limited exceptions, these regulations prohibit the inclusion of inherently religious activities (such as worship, religious instruction, or proselytization) in the specific programs or services that are being funded.

A religious organization that participates in the funded programs or services will retain its independence from Federal, State, and local governments and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, though it must not use funding to support any inherently religious activity. In providing services, funded organizations shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

NON-PROFIT GRANTEES

All Non-Profits must provide:

- Grantee Website URL
- Brief Grantee Description NO MORE than 500 characters (does include spaces),
 and
- Verification of their Non-Profit Status at the time of submitting their application (such as a current 501(C)(3) certification and a valid federal tax identification number)

SUSTAINABILITY (Not Required for Equipment-Only Grants)

All applicants must submit viable and detailed long-term sustainability plans to secure funding for program continuation after the end of the grant period. A sustainability plan does not include further GCC funding. Repeated applications from a single program may require the grantee to present their case for continued funding before the Executive Committee of the Governor's Crime Commission. Criminal Justice Improvement grant funds are intended to be seed money not a long-term commitment.

ROWAN COUNTY

TMENTAL REQUEST FOR BUDGET ACTION

			CONTRACTOR OF THE PROPERTY OF	
TO: Finance Department				
FROM: Health Department				
EXPLANATION IN DETAIL:		To budget for awarded funding through the	e Office of Rural Health for the D	ental program
		Prepared by	: Karla Aldridge	
1		Date	1/13/2022	500W 500W 500W
BUDGET INFORMATION:		Reviewed		
ACCOUNT TITLE	R/E	ACCOUNT#	INCREASE	DECREASE
Rural Health Comm Care	R	11452286-434017-52428	35,000	
Office Supplies	Е	1155228-561005-52428	5,000	
Medical Supplies	Ε	1155228-561045-52428	26,743	
Other Small Equipment	E	1155228-561095-52428	3,257	
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	+-			
	+-			
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved:				O'n
Approved:		Approved:	Budget Revision # 07-20	80
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 01/13/2022 Signature: Algest Herris		Date:	Posted by:	
Signature: Masse Lienne		Signature:	Approved by:	
0.14			, ippiored by	

QNH



Rowan County Health Department 1811 East Innes Street - Salisbury, NC 28146-6030

January 13, 2022

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department

The requested Budget Amendment is to budget for the awarded funding through the NCDHHS, Central Management and Support-Office of Rural Health for the Dental Clinic.

Kind Regards,

Alyssa Harris, Public Health Director

GENERAL CONTRACT COVER

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Central Management and Support - Office of Rural Health (the "Division") and County of Rowan, Rowan County Health Department (the "Contractor") (referred to collectively as the "Parties").

1. Contract Documents:

This contract consists of the following documents, which are incorporated herein by reference:

- (a) This contract cover
- (b) The General Terms and Conditions
- (c) Scope of Work
- (d) Performance Measures Chart
- (e) The Line Item Budget
- (f) State Certification

Incorporated By Reference

The following documents are reference materials and are available by going to the following website, Open Window

(https://openwindow.ncdhhs.gov/index.aspx?pid=doc ReferenceDocuments).

- (a) Travel: Policies Governing Travel Related Expenses for Contractors
- (b) General Statutes G.S.143C6 NonState Entities Receiving State Funds
- (c) Subchapter 03M Uniform Administration of State Grants

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 the contract document section, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period:

This contract shall be effective on 1/15/2022 and shall terminate on 6/30/2022, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

4. Contractor's Duties:

The Contractor shall provide the services as described in the scope of work and in accordance with the approved budget.

5. Division's Duties:

The Division shall pay the Contractor in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Contractor under this contract shall not exceed \$35,000. This amount consists of \$35,000 in State funds, \$0 in Local funds, \$0 in Other funds and \$0 in Federal funds.

The total contract amount is \$35,000.

6. Conflict of Interest Policy:

The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.

7. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Division upon termination of this contract.

8. Grants

The Contractor/Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Contractor/Grantee to comply with the standards set forth in this contract.

9. Reporting Requirements:

The Division has determined that this is a contract for financial assistance with a Public Entity. Local governmental agencies subject to N.C.G.S. § 159-34, annual independent audit; rules and regulations, OMB Uniform Guidance 2 CFR Part 200, and N.C.G.S. § 143C-6-22, use of state funds by non state entities. If subgranting is allowable, a nongovernmental subgrantee is subject to the reporting requirements described in Uniform Administration of State Awards of Financial Assistance at 09 NCAC 03M,0205.

10. Payment Provisions:

Upon execution of this contract, the Contractor shall submit to the Division contract administrator, a monthly reimbursement request for services rendered the previous month by the 10th of each month and, upon approval by the Division, receive payment within 30 days. The Division must make all payments to the Contractor by June 30. Therefore, the Contractor shall submit any adjusted reimbursement request for services, the final request for reimbursement and return any unearned funds, relating to this contract period, to the Division no later than June 10 of the current state fiscal year. The Division shall have no obligation for payment of reimbursement request received later than June 10. If this contract is terminated prior to the original end date, the Contractor is required to submit a final reimbursement report and to return any unearned funds to the Division within 30 days of the contract termination date or no later than June 10. All payments are contingent upon fund availability.

11. 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 Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS			
David Howard, Administrative Assistant for Contracts Central Management and Support - Office of Rural Health 311 Ashe Avenue, Cooke Bldg Raleigh, NC 27606	David Howard, Administrative Assistant for Contracts Central Management and Support - Office of Rural Health 311 Ashe Avenue, Cooke Bldg Raleigh, NC 27606			
Telephone: (919)-527-6451 Fax: () Email: david.howard@dhhs.nc.gov				

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Vera Avery, Quality Improvement Specialist Rowan County Health Department 1811 E. Innes Street Salisbury, NC 28146	Vera Avery, Quality Improvement Specialist Rowan County Health Department 1811 E. Innes Street Salisbury, NC 28146
Telephone: (704)-216-8807 Fax: ()— Email: vera.avery@rowancountync.gov	

12. 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.

13. 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.

14. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the Division 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 Division.

15. Other Requirements:

Any changes to the scope of work, performance measures, or budget must be requested in writing by the Contractor, and written approval granted by the Division. Changes that exceed 15% of any budgeted line item will require a formal contract amendment.

16. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Signatures follow on next page

In Witness Whereof, the Contractor and the Division have executed this contract in duplicate originals, with one original being retained by each party.

County of Rowan, Rowan County Health Departmen	t
Alyssa Harris Alyssa Harris (Jan 12, 2022 12:56 EST)	Jan 12, 2022
Signature	Date
Alyssa Harris Printed Name	Health Director Title
WITNESS	
Vera Avery Vera Avery (Jan 12, 7022 13:05 EST) Signature	Jan 12, 2022
Vera Avery	Date
Printed Name	Quality Improvement Specialist
Central Management and Support - Office of Rural H and Human Services	ealth, North Carolina Department of Health
Murgarit SA Signature	Jan 12, 2022

Director Title

Margaret L. Sauer Printed Name

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 Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. 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 Division 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 State 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 State 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 Division 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 Division and Contractor that any such person or entity, other than the Division 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 Division, the State of North Carolina, and any of their officers, agents and employees, 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 Division 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 Division 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 Division, 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 Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division 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 Division 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 Department 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 Division.

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 Division. 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 Division 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 Division 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 Division. 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 Division'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 Division 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 Division 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 Division. 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 Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

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 Division. 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 Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division 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.

Scope of Work SFY 2022 Carry Forward Funding Community Health Grant

Background

Access to health services remains a serious problem faced by North Carolina's medically vulnerable residents. Community Health Grant funding is earmarked by the General Assembly especially for this vulnerable population in Session Law 2017-57.

The Contractor is a health department that serves low-income, uninsured, and homeless populations in Rowan County offering prenatal, family planning and dental services. This grant award supports the Contractor's efforts to provide much needed primary care access to its medically vulnerable and indigent residents by assisting the Contractor with increasing access to dental care and oral health education.

B. Purpose

The purpose of this contract is to provide Community Health Grant support to the Contractor for its primary medical care services to medically vulnerable residents in its service area. Through this award, the Contractor enables the Division to meet its mission of providing access to underserved populations who would otherwise be unable to receive needed primary care services due to geographic, economic, or other barriers by assisting the Contractor with purchasing dental supplies and equipment.

C. Performance Requirements

The Contractor will:

- Target primary and preventive health care services to uninsured, underserved and indigent rural
 residents living within the service area of the health care facility
- Define the indigent population as those whose incomes are at or below 200% of the federal poverty level
- Utilize grant funds to support the provision of care to these patients as described in the Community
 Health Grant application and in accordance with the approved budget

D. Performance Standards

- The Division will send the Contractor surveys to complete, detailing its performance during specific periods of the contract term ("performance report"). The Contractor shall submit these performance reports per the following schedule:
 - a. By April 30, 2022 that will reflect work performed during the first two-and-a-half (2.5) months of the grant period (January 15, 2022 through March 31, 2022)
 - b. By July 31, 2022, reflecting work performed during the entire term of the contract, (January 15, 2022 through June 30, 2022).
- The Contractor shall maintain all relevant records (e.g., invoices, payroll records, de-identified patient data, etc.) as described in the General Terms and Conditions and in accordance with the approved budget and performance measures. The Contractor shall make such records available to the Division upon the Division's request.
- The type of survey the Contractor receives will depend upon the Contractor's organizational type as well as which performance measures are appropriate for the grant project. The four types of surveys are included below. Other measures may be added as needed.

Performance Measure Survey #1: General Care Applicants

Number of Patients Served

Number of Full Time Equivalent staff supported by the grant

General Care Applicants Controlling High Blood Pressure: Percentage of patients 18-85 years old who had a diagnosis of Hypertension and whose Blood Pressure was adequately controlled (less than 140/90 mm Hg) during the reporting period.

Source: HRSA Uniform Data System (UDS) 2020 p. 100; CMS eMeasure ID: CMS165v8; National Quality Forum#: eCQI indicates "N/A" (formerly 0018)

Patients 18-85 years of age who had a medical visit and diagnosis of essential hypertension overlapping the reporting period.

Patients 18-85 years old who had a diagnosis of hypertension and whose blood pressure at the most recent visit is adequately controlled during the reporting period.

General Care Applicants Diabetes: Hemoglobin A1c Poor Control: Percentage of patients 18-75 years of age with diabetes who had hemoglobin HbA1c greater than 9.0 percent during the reporting period (or who had no test conducted during the reporting period).

Source: HRSA Uniform Data System (UDS) 2020 p. 101; CMS eMeasure ID: CMS122v8; National Quality Forum#: eCQI indicates "N/A" (formerly 0059)

Patients 18-5 years of age with a medical visit during the reporting period who have a diagnosis of Type 1 or Type 2 diabetes. It does not matter if diabetes was treated, or is currently being treated, or when the diagnosis was made. The notation of diabetes may appear during or prior to the reporting period.

Patients 18-75 with a diagnosis of Type 1 and Type 2 diabetes (who meet the population above) who met one of the following criteria: their most recent hemoglobin A1c level during the reporting period is greater than 9.0 percent **OR** they had no test conducted during the reporting period **OR** their test result is missing.

General Care Applicants Body Mass Index Screening and Follow-Up: Percentage of patients aged 18 years and older with a visit during the reporting period with a documented BMI during the most recent visit or within the six months prior to that visit AND when the BMI is outside of normal parameters*, a follow-up plan is documented during the visit or during the previous six months of the visit.

Source: HRSA Uniform Data System (UDS) 2020 p. 82; CMS eMeasure ID: CMS69v8; National Quality Forum#: 0421e

Patients who are 18 years of age or older with a medical visit during the reporting period.

Patients (who meet the population above) with a documented BMI (not just height and weight) during their most recent visit or during the previous six months of the most recent visit, AND meet one of the following criteria: when the BMI is outside of normal parameters, a follow-up plan is documented during the visit or during the previous six months of the current visit OR the documented BMI is within normal parameters. NOTE: Normal Parameters: Age 18-64 years and BMI was greater than or equal to 18.5 and less than 25; Age 65 years and older and BMI was greater than or equal to 23 and less than 30.

General Care Applicants Tobacco Use and Screening: Percentage of patients aged 18 years and older who were screened for tobacco use one or more times within 24 months AND if identified as a tobacco user, received cessation counseling intervention.

Source: HRSA Uniform Data System (UDS) 2020 p.83; CMS eMeasure ID: CMS138v8; National Quality Forum#: 0028e

All patients aged 18 years and older seen for at least two visits or at least one preventive visit during the reporting period.

Patients (who meet the population above) who were screened for tobacco at least once in the last 24 months AND meet one of the following criteria:patient was screened for tobacco use, was identified as a tobacco user <u>and</u> received documented tobacco cessation intervention **OR** patient was screened for tobacco and was not a tobacco user.

Performance Measure Survey # 2: School Based Health Center Applicants

Number of Patients Served

Number of Full Time Equivalent staff supported by the grant

School Based Health Center Applicants Weight Assessment and Counseling for Nutrition and Physical Activity: Percentage of patients 3 -18* years of age who had a medical visit and who had evidence of height, weight, and body mass index (BMI) percentile documentation and who had documentation of counseling for physical activity during the reporting period.

Source: HRSA Uniform Data System (UDS) 2020 p.81; CMS eMeasure ID: CMS155v8; National Quality Forum N/A (formerly #0024)

Patients 3-18 years of age with at least one medical visit during the reporting period. Patients must have been seen by the health center prior to their 18th birthday.

Patients who had their BMI percentile (not just BMI or height and weight) documented during the reporting period AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the reporting period. (Do not count as meeting the performance measure, charts which show only that a well-child visit was scheduled, provided, or billed. The electronic or paper well-child visit template/form must document each of the elements noted above.)

School Based Health Center Applicants Tobacco Use and Help with Quitting Among Adolescents: Percentage of adolescents 12-20 years of age during the measurement year for whom tobacco use status was documented and, if identified as a tobacco user, received help with quitting.

Source: National Quality Forum #2803

Patients, age 12 -20 years, with a medical visit during the reporting period.

Patients age 12-20 years (who meet the population above) who meet one of the following criteria: Tobacco use status was documented and patient was not a tobacco user **OR** Tobacco use status was documented and patient was identified as a tobacco user <u>and</u> patient received cessation counseling*

Include those adolescents who use tobacco and are offered help with quitting but who refuse to accept help.

School Based Health Center Applicants Screening for Clinical Depression and Follow Up Plan:

Percentage of patients aged 12 years and older screened for clinical depression on the date of the visit using an age-appropriate standardized depression screening tool and, if screening is positive, for whom a follow-up plan is documented on the date of the positive screen.

Source: HRSA Uniform Data System (UDS) 2020 p. 89; CMS eMeasure ID: CMS2v9; National Quality Forum #0418e

Patients 12 years and older with at least one medical visit in the reporting period.

Patients screened for clinical depression (who meet the population above) on the date of the visit using an age-appropriate standardized tool AND meet one of the following criteria: Screened for depression and found to be negative for clinical depression

F. Reimbursement

Community Health Grant funds may only be reimbursed upon completion of a monthly expense report that accurately reflects expenditures for items approved in the budget. The Contractor must include receipts with its monthly expense reports when requesting reimbursement for capital expenditures. Monthly reimbursement requests must be completed and returned to the Division in the specified format by the 10th of the month to ensure prompt payment. Final reconciliation of expenditures will be made within thirty (30) days of the contract's termination date.

PERFORMANCE MEASURES CHART

The Department of Health and Human Services uses performance measures rubrics as a tool to determine the success of a project and how well services and products are being delivered. Together they enable the Department to gauge efficiency, determine progress toward desired results and assess whether the Department is on track with meeting its goals. The contractor shall adhere to all of the performance requirements/standards in the scope of work, including performance measures in the performance measures chart below.

Measure Type	٠,	Output	Reporting Frequency	Annual
Measure	Ç	Number of unduplicated patients se	erved	

Budget Year	1	Trend .	Increase
Baseline Value	2429		3
Target Value	2671		
Data Source	Contractor's	electronic health rec	ord system
Collection Process and Calculation	Contractor v	vill generate reports fr	rom electronic health records
Collection Frequency	Quarterly		

Contract Number 00043673 / Page 15 of 18

LINE ITEM BUDGET

This begins the line item budget for year 1

Line Item Budget Detail (08/11)

	1		Budget Detall - Year 1	2 4 , 1 .	
Cat	egory	Item	Narrative		Amou
Sal	a y\Wages				\$0.0
Frin	ge Benefits				\$0.0
Oth	er 				\$0.0
Sup	plies and Materials	Other	Dental Supplies		\$31,743.0
Rep	air and Maintenance				\$0.0
Staf	f Development		-		\$0.0
Due	s and Subscriptions				\$0.0
Оре	ational Other	Not Otherwise Classified	Curing Light for School Clinic		\$1,550.0
Ope	ational Other	Not Otherwise Classified	Pure Breeze HEPA air filter for School Clinic		\$1,707.0

Contract Number 00043673 / Page 16 of 18

٠,					, Budg	et Detall - Yea	r 1			· •	•
Cate	gory	Item		:	Narrative	a 21"	, , , ,			•	Amoun
Subc	ontracts and Grants			-						<u>'</u>	\$0.00
Matc	n		72.								\$0.00
Cost	Per Service									 	\$0.00
-		,			1	. .	; à ;		Sub Tota	al l	\$35,000.00
Indire	ct Cost	ı .	-	•	T		٠ 4, ,	(, 51.4	• • • •		\$0.00
- 1										1	
	- 17 (ST 17) S		1.27		, ·				• • • •	ot,	\$35,000.0
- 1	jory 's		1.67	Su	bcontracting and		et Detall -	· · · · · ·	Total Budge		·
- 1	(r: , · 1			Su	bcontracting and		et Detall -	· · · · · ·		t	Amoun
- 1	jory 's			Su	bcontracting and			· · · · · ·			Amoun \$0.00
Cate	jory	Item		Su	bcontracting and Narrative	Grants Budg		· · · · · ·	Sub Tota		\$35,000.00 Amount \$0.00
- 1	jory	Item		Su	bcontracting and Narrative	Grants Budg Grants Budg		· · · · · ·	Sub Tota	5. 1.	\$0.00 \$0.00

Line Item Budget Detail (08/11)

Contract Number 00043673 / Page 17 of 18 Line Item Budget Detail (08/11)

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.ncpa.statc.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/HTMI/BySection/Chapter 143/GS 143-48.5.html

G.S. 143-59.1: http://www.ncga.state.nc.us/linacted/Legislation/Statutes/PDF/BySection/Chapter 143/GS 143-59.1.pdf G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDP/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.stete.nc.us/EnactedLogislation/Statutes/PDF/BySection/Chanter 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.uov
- (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.

1				
Contractor's Name:	Rowan County Department of	Public Health		
Contractor's Authorized Agent:	Signature Alema	- Dan	D ₆ t	c 11/29/2021
	Printed Name Alyssa Harris		Title Public Health Director	
Witness:	Signature UMW Gu	my	Dati	: 11/29/2021
i	Printed Name Vera Avery	0	Title Quality Improvement	Specialist
he witness should ocument immedia	be present when the Contractor' stely thereafter.	s Authorized Agent s	igns this certification a	nd should sign and date thi

Contractor Certifications Required by North Carolina Law (Rev. 8/2016)

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF	COMMISSIONERS
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FROM: FINANCE

EXPLANATION IN DETAIL:

These funds were originally budgeted in ARPA for lead remediation in the Water Fund. These funds need to be budgeted in the Water Fund.

Prepared by:

Lisa Bevis

Date:

Reviewed:_____

01/24/22

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT#	INCREASE	DECREASE
Transfer from ARPA	R	6547510-491703	1,000,000	
C/A - Chemical Booster Station	E 6557510-573025		1,000,000	
	_			
	\vdash			
M	-			
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTIN	NG USE ONLY
Approved:		Approved:	Budget Revision #	77-524
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 01/24/2022			Posted by:	
Signature: Signature:		Signature:	Approved by:	



Rowan County PROJECT BUDGET REPORT

FOR 07/01/2021 - 12/31/2021

Percent	5	%00.0	GLLine	0.00%	0.00%	0.00%
Available Budget		0.00 1,000,000.00	AMOUNT D/C GLYrPr GLJnl GLLine 1,000,000.00 D	1,000,000.00	0.00 1,000,000.00	1,000,000.00
Actuals		0.00	AMOUNT D, 1,000,000.00	0.00	0.00	0.00
Encumbrances		0.00	СНЕСК	0.00	0.00	0.00
Requisitions		0.00		0.00	0.00	00.00
Revised Budget Requis	ACT	1,000,000.00	REF2 REF3	y: 512 - LEAD REMED 1,000,000.00	1,000,000.00	MERICAN RESCUE PLAN ACT 1,000,000.00 RESCUE PLAN ACT 1,000,000.00
Net Budget Amendments	Project: 20900 - AMERICAN RESCUE PLAN ACT Sub-Task: 512 - FFAD REMED	3025-512 0.00 1,000,000.00	JNL LINE SRC REF1 53 1 PAJ PROJECT BUD	TOTALS FOR Sub-Task/Frequency: 512 - LEAD 0.00 1,000,000.00 1,000,000.00	TOTALS for Phase/Program: 500 - 0.00 1,000,000.00	Project: 20900 - A 1,000,000.00 : 20900 - AMERICAN 1,000,000.00
Original Budget	Project: 20900 - Al Sub-Task:	E 20900-500-573025-512	EFF DATE JNL 09/21/2021 53	TOTALS FOR	TOTALS for Phas	EXPENSE TOTALS for Project: 20900 - AMERICAN RESCUE 1000,000.00 1,000,000.00 TOTALS for Project: 20900 - AMERICAN RESCUE PLAN ACT 0.00 1,000,000.00 1,000,000.00

35.15	
1,000,000.00	Available Budget 1,000,000.00
00.00	Actuals 0.00
0.00	Encumbrances 0.00
0.00	Requisitions 0.00
1,000,000.00	Revised Budget 1,000,000.00
GS 1,000,000.00	Net Budget Amendments 1,000,000.00
TOTALS FOR EXPENSE STRINGS 0.00	KEPOKI 101AL Original Budget 0.00

ROWAN COUNTY DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF C	OMMISSIONERS				
FROM: SHERIFF					
To bring Je ach		RE AN TR	Dat	COUNT THE BCSO	1/27/20
ACCOU	NT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
SCHOOL BESOUR		$\perp \perp$			
SCHOOL RESOURCE	E KEIMBURSE	R	1144410-442006	3,933	
TRAINING		P	1154410-55900	3,933	
Fund Bajare	-	R	1144410-495010	97733	3933
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1					
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DEPARTM	CAPE UP A D				
			COUNTY MANAGER	ACCOUNTING U	JSE ONLY
Approved:		App	roved:	Budget Revision #	7-44-593
Disapproved:		Disa	pproved:	Date Posted:	
Amended:		Ame	nded:	Group Number:	
Date:	-nA1	Date		Posted by:	
ignature: ///	L. Clutch	Signa	iture:	Annroyed by	
	of Huter			Approved by:	

Fund

Account Central

Org Object Project

Back Refresh Advanced My Account Journals Excel Email Notes Attach

SCHOOL RESOURCE REIMB-R/S

1144410-442006-

ACCOUNT () SEGMENTS () MONTHLY DATA () BUDGET ROLLUP () CURRENT YEAR VS. CFWD ()

→ Account Totals

1	2023	2022	2021	2020
Original Estimate	0.00	-340,706.00	-328,925.00	-296,657.00
Transfers	0.00	0.00	-11,684.00	-28,334.00
Revised Estimate	0.00	-340,706.00	-340,609.00	-324,991.00
Actual Revenue	0.00	-344,639.21	-340,608.96	-324,991.00
Encumbrances	0.00	0.00	0.00	0.00
Requisitions	0.00	0.00	0.00	0.00
Remaining Revenue	0.00	3,933.21	-0.04	0.00
Percent Collected	0 %	101 %	100 %	100 %

✓ Transactions 2023 →

Total Amount: \$0.00

[80.0		•		
(Origin	al Estimate	0.00	No transa	ctio	ns found.
! !	ransf	ers :	0.00			
R	levis e	d Estimate	0.00	1		
A	ctual	Revenue	0.00	!		
. E	ncum	brances	0,00			
« O	(0	SCHOOL R	ESOURCE REIMB-R	/S •	>0	» 0

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: B	OARD	OF	COMM	ISSIONER	2S
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FROM: SHERIFF

EXPLANATION IN DETAIL:

RECOGNIZE EXCESS REVENUE IN DEPUTY ESCORT SERVICES AND BUDGET TO THE REPAIR & MAINTENANCE VEHICLES EXPENSE ACCOUNT.

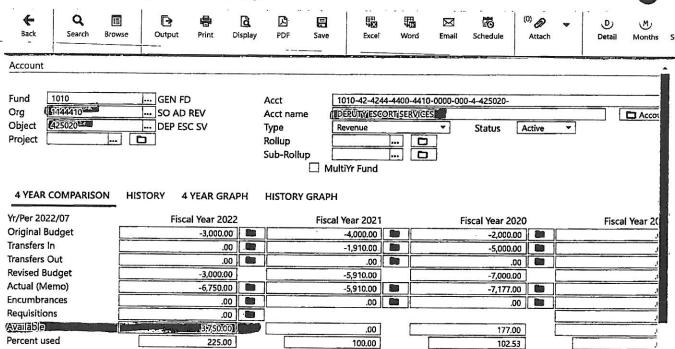
Prepared by: Major J C Sifford

Date: 1/27/2022

Reviewed:

ACCOUNT TITLE	R/E	ACCOUNT #	T INGRES T	
ACCOUNT TITLE	- K/E	ACCOUNT #	INCREASE	DECREASE
DEPUTY ESCORT SERVICES	R	1144410-425020	3,750	
R&M VEHICLES	E	1154410-543020	3,750	
				170000000000000000000000000000000000000
		-		
1				
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING U	SE ONLY
pproved:	App	roved:	Budget Revision #	-597
Disapproved:	Disa	approved:	Date Posted:	
mended:	Ame	ended:	Group Number:	
Pate:	Date	2:	Posted by:	
ignature: Rule A. Co	ulen 8ign			

JUH



« < 1 of 1 > >

Display detail information for current account.

https://munis-gas.rowancountync.gov/live/munis/gas/app/ua/r/mugwc/glactinq?Arg=-mutoken&Arg=8ZV%252Bar6Cdq0cM8hk5XOvzNmucz%2Fj7S8fkles1bUvsQcLlbvi9nMNoHY1b5vIIMmf

1/1

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: County Manager / BOC

EXPLANATION IN DETAIL:

Commissioners approved during the June 21, 2021 Commissioners meeting to reimburse Shelter Guardians Inc. for change orders 2 and 4 and for city water tap fee related to site work at the Nina Dix Dog Adoption Center.

Prepared by:	JHOWDEN		
Date:	1/28/2022		

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
C/A - ANIMAL SHELTER	E	1154112-575045	22.547	
APPROPRIATED FUND BAL UNRESTRICTED	R	1134112-373043	32,547 32,547	
			32,0 %	
	-			
-				
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNT	ING USE ONLY
Approved:		Approved:	Period - Journal #	
Disapproved:		Disapproved:	Keyed By:	JMH
mended:		Amended:	Date Keyed:	
gnature: Q. Howder		Date:	Posted By:	
gnature:		Signature:		
Cy. 110waer			Date Posted:	

07 June 2021

Mr. Aaron Church Rowan County Manager 130 West Innes Street Salisbury, Rowan County, North Carolina 28144

RE: Nina Dix Dog Adoption Center

1465 Julian Road, Salisbury, Rowan County Shelter Guardians Inc - Reimbursable Costs

Mr. Aaron Church:

The following is a list of additional expenses incurred by Shelter Guardians Inc. associated with the site work and preparation for the Nina Dix Dog Adoption Center. The summary list has been revised from the original request to provide additional clarification for the individual items.

We request that the County please review the list and consider reimbursing Shelter Guardians Inc. for these items.

: Change Order No. 2 - New Drive to the Existing Facility

The existing drive to the current facility was cut off when the new building site preparation began. At the time the proposed County road was not going to be built, so the General Contractor graded and installed 6" stone for a new drive to access the existing facility.

Cost: \$7,227.00

: Change Order No. 4 – Power Transformer

With their site assessment and review, Duke Energy stated that they would not install multiple transformers to accommodate the existing facility and the proposed building. Duke Energy wanted the entire facility on one transformer. Duke Energy then stated where they would locate the transformer to service the complex; this new location changed the construction drawing layout and associated power conduit runs. Additional backhoe work was required to meet the transformer.

Cost: \$9,460.00

: City Water Tap fee paid. This was required to be paid in order to obtain the building permit, and at the time the County had decided they would not build the proposed road.

Cost: \$15,860.00

Total cost of above items: \$32,547.00

Please let me know if you need any additional information as you make your determination towards the recompense.

Thank you in advance for your time and attention. Respectfully submitted,

Jon E. Palmer, AIA, NCARB JP+A Architect, PLLC 341 Richmond Road Salisbury, North Carolina 28144

CC:

Project File Craig Pierce, Rowan County Commissioner Jay Dees, Rowan County Attorney Nina Dix, Shelter Guardians Inc Chairwoman Chris Bradshaw, CS Bradshaw Construction

07 June 2021

Mr. Aaron Church Rowan County Manager 130 West Innes Street Salisbury, Rowan County, North Carolina 28144

RE: Nina Dix Dog Adoption Center

1465 Julian Road, Salisbury, Rowan County

Summary of Change Orders

Mr. Aaron Church:

The following is a summary list of Change Orders submitted for Board approval. Descriptions are included.

: Change Order No. 1 – Trench Grates

The original hinged platforms that covered the cleanout grates in the kennel areas were removed due to cost. Christie Shore, Animal Health Technician with the Veterinary Division of the NC Department of Agriculture, requested that grate covers be installed for sanitary reasons.

: Change Order No. 2 - New Drive to the Existing Facility

The existing drive to the current facility was cut off when the new building site preparation began. At the time the proposed County road was not going to be built, so the General Contractor graded and installed 6" stone for a new drive to access the existing facility.

: Change Order No. 3 - Bad soil

The site testing service discovered bad soil during the site preparation; this bad soil was hauled off and replaced with 2 loads of ABC stone and compactable fill dirt.

: Change Order No. 4 - Power Transformer

With their site assessment and review, Duke Energy stated that they would not install multiple transformers to accommodate the existing facility and the proposed building. Duke Energy wanted the entire facility on one transformer. Duke Energy then stated where they would locate the transformer to service the complex; this new location changed the construction drawing layout and associated power conduit runs. Additional backhoe work was required to meet the transformer.

: Change Order No. 5 - Bad soil

Additional bad soil was hauled off from testing done at the footings.

Thank you in advance for your time and attention. Respectfully submitted,

Jon E. Palmer, AIA, NCARB

JP+A Architect, PLLC 341 Richmond Road Salisbury, North Carolina 28144

CC:

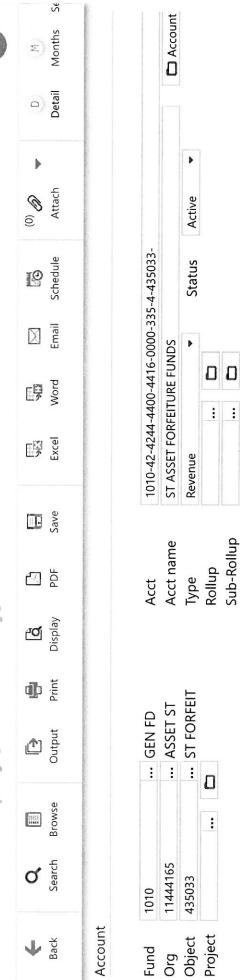
Project File Craig Pierce, Rowan County Commissioner Jay Dees, Rowan County Attorney Nina Dix, Shelter Guardians Inc Chairwoman Chris Bradshaw, CS Bradshaw Construction

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: FINANCE					
EXPLANATION IN DETAIL: To increase State Asset Forfeiture travel and training expenses based on the increase of funds received from the State.					
BUDGET INFORMATION:			Prepared by: Date: Reviewed:	Lisa Bevis 01/31/22	
ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE	
State Asset Forfeiture Funds AF St Exp Travel AF St Exp Training	REE	11444165-435033 11544165-558065 11544165-559050	7,889 3,889 4,000		
DEPARTMENT HEAD Approved: Disapproved: Amended:	-	COUNTY MANAGER Approved: Disapproved: Amended:	Budget Revision # _ Date Posted: Group Number:		
Date: 1/31/22 Signature: 2. Howda	1	Date:Signature:			



MultiYr Fund

	Fiscal Year 2023	00.	00:	00.	00:	00.	00.	00
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	Fiscal Year 2020	-25,000.00	-30,706.00	00.	-55,706.00	-60,369.24	00.	
				200		題	2	
HISTORY GRAPH	Fiscal Year 2021	-35,000.00	-26,726.00	00.	-61,726.00	-83,525.78	00.	
		22	B	20			M	B
HISTORY 4 YEAR GRAPH	Fiscal Year 2022	-35,000.00	00.	00.	-35,000.00	-42,888.66	00.	00.
	<u></u>							
4 YEAR COMPARISON	/r/Per 2022/07	Original Budget	ransfers In	Fransfers Out	Revised Budget	Actual (Memo)	Encumbrances	Requisitions

8 8 8 8 8 8 8 8 8 8

108.37 4,663.24

135.32

122.54 7,888.66

Percent used

Available

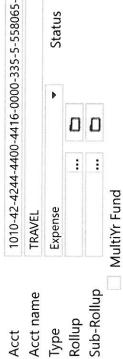
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Account Inquiry [Rowan County]



Account





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GAAP W/CARRY FORWARD

Fiscal Year 2022

4,500.00 6,000.00

Original Budget

Yr/Per 2022/07



HISTORY GRAPH

Fiscal Year 2020	2,000.00
Fiscal Year 2021	4,500.00

Fiscal Year 2023

	200	49		40	40			
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2,036.91 8 00.

10,500.00

Revised Budget

Transfers Out

Transfers In

Actual (Memo)

Encumbrances

Requisitions

Available

19.40

Percent used

8,463.09

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00 00 00 00 00 00

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4,000.00

727.49

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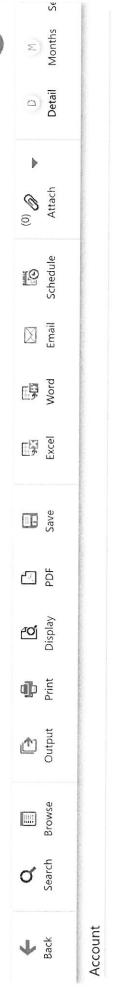
6,000.00

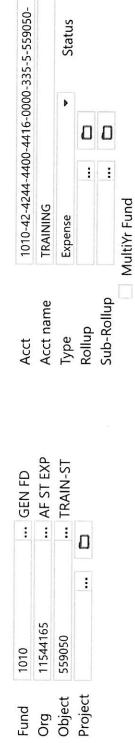
12.12

5,272.51

Display detail information for current account.

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☐ Account

Active

HISTORY GRAPH 4 YEAR GRAPH HISTORY

GAAP W/CARRY FORWARD 4 YEAR COMPARISON Original Budget Revised Budget Yr/Per 2022/07 Actual (Memo) **Encumbrances Transfers Out** Percent used Requisitions **Transfers In** Available

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Display detail information for current account.

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: January 31, 2022

SUBJECT: Consider Approval of Board Appointments

ATTACHMENTS:

Description Upload Date Type

February Board Appointments 2/1/2022 Cover Memo

MONTHLY BOARD APPOINTMENTS February 7, 2022 COMMISSION MEETING

AGRICULTURAL ADVISORY BOARD

Kim Starnes applied for reappointment for a two-year term. If approved, the term will expire January 31, 2024.

HISTORIC LANDMARKS COMMISSION

Jody Taylor applied for reappointment and if approved the term will expire January 31, 2025.

JUVENILE CRIME PREVENTION COUNCIL

Sarah Schaller resides in another county but is the new System of Care Clinical Coordinator for Vaya Health. The Board is asked to appoint Ms. Schaller to replace Tressy McLean-Hickey in the Mental Health seat. The remainder of the term is through June 30, 2022 at which time Ms. Schaller would be eligible for reappointment.

TOWN OF FAITH PLANNING BOARD

Mary Morales resigned as an ETJ member of the Faith Planning Board. Dawn Mowbray applied to fill the remainder of the term, which will expire February 28, 2023. The Board of Aldermen submitted a letter in support the Ms. Mowbray's appointment.

LIBRARY BOARD

Jody Taylor applied to fill a vacancy and if approved, the term will expire December 31, 2024.

(Note: There are approximately 56 vacancies on various boards).

Kim Starnes

Rowan County | Generated 1/31/2022 @ 4:18 pm by OnBoard2 - Powered by ClerkBase

Status

Name Kim Starnes

Application Date 1/18/2022

Expiration Date 1/18/2024

Board Member Kim Starnes

Status Validated

Board

Vacancies

Status

Agricultural Advisory Board

Ω

BoC Meeting

Basic Information

Name

Kim Starnes

Business/Civic Experience and why you feel you are qualified for this appointment:

Have served on the Ag Advisory Biard and chaired it for several years. I am passionate about preserving farmland for future generations. We have our land enrolled in the VAD/EVAD programs and also have some under an easement with the state.

Have you ever been convicted of a felony?

No

County of Residence

Rowar

Request for Waiver of Term Limits

Yes

Gender

What is your gender?

Male

Contact Information

Address

1020 Leonard Rd Salisbury, NC 28146

Resident

Yes

Phone 7046405875

Email

kim-4sfarms@carolina.rr.com

Occupation

Employer

Self-Employed

Occupation

Farming

Additional Information

Mr. Jody Aaron Taylor

Rowan County | Generated 2/1/2022 @ 8:55 am by OnBoard2 - Powered by ClerkBase

Status

Name Mr. Jody Aaron Taylor

Application Date 1/31/2022

1/31/2024

Expiration Date Board Member Jody A Taylor

> Status Validated

Historic Landmarks Commission

Board

Vacancies

Status

Pending

Basic Information

Mr. Jody Aaron Taylor

Business/Civic Experience and why you feel you are qualified for this appointment:

Applying for a new term with Rowan County Historic Landmarks Commission.

Have you ever been convicted of a felony?

County of Residence

Contact Information

195 Morrowfield Place Mount Ulla, NC 28125

Resident

Yes

Phone 704-418-5398

Cell Phone

704-418-5398

Email

jodyataylor@outlook.com

Gender

What is your gender?

Male

Additional Information

Occupation

Occupation

Marketing & Brand Advisor / Consultant

Sarah Schaller

Rowan County | Generated 12/22/2021 @ 2:04 pm by OnBoard2 - Powered by ClerkBase

Status

Name Sarah Schaller

Validated

Application Date 12/22/2021

Expiration Date 12/22/2023 **Board Member** Sarah Schaller

Status

Board

Vacancies

Status

Juvenile Crime Prevention Council

Basic Information

Name

Sarah Schaller

Business/Civic Experience and why you feel you are qualified for this appointment:

I am the LME/MCO representative for Vaya Health in Rowan County. As a mental health representative, I request permission to join this council.

Have you ever been convicted of a felony?

County of Residence

Gender

Forsyth

What is your gender? REDACTED

Contact Information

Address

943 Watson Ave.

Winston-Salem, NC 27103

Resident

Yes

Phone

704-371-1256

Email

sarah.schaller@vayahealth.com

Occupation

Employer

Vaya Health

Occupation

System of Care Coordinator

Additional Information

Kimberly Dawn Mowbray

Rowan County | Generated 1/14/2022 @ 3:30 pm by OnBoard2 - Powered by ClerkBase

Status

Name Kimberly Dawn Mowbray

1/14/2022

Application Date Expiration Date 1/14/2024

Board Member Kimberly Dawn Mowbray

> Status Validated

Board

Vacancies

Status

Town of Faith Planning - ETJ

Pending

Basic Information

Name

Kimberly Dawn Mowbray

Business/Civic Experience and why you feel you are

qualified for this appointment:

Chaplain-American legion Auxiliary post 327 I want to be more involved in my community

Have you ever been convicted of a felony?

County of Residence

Rowan

Gender

What is your gender?

REDACTED

Contact Information

1035 Fraley St Salisbury, NC 28146

Resident

Phone

7047984822

Email

sunnyd152@yahoo.com

Additional Information

Occupation



Post Office Box 37 100 North Main Street Faith, North Carolina 28041-0037 Telephone: (704) 279-7500 Facsimile: (704) 279-0408

January 14, 2022

Rowan County Board of Commissioners 130 West Innes Street Salisbury, NC 28144

Dear Rowan County Board of Commissioners:

The Board of Aldermen of the Town of Faith has approved Kimberly Dawn Evans Mowbray to serve as an out-of-town member of the Town of Faith Planning Board. Ms. Mowbray resides at 1035 Fraley Street which is within the extraterritorial jurisdiction of the Town of Faith.

The Board of Aldermen would appreciate your review and approval of Ms. Mowbray for this position. It is the Town's understanding that Ms. Mowbray has previously completed and submitted the County's Application for Nomination to County Boards. We look forward to your reply regarding this matter.

Sincerely,

Karen C. Fink

Town Clerk/Finance Officer

Thank C Ink

Town of Faith Board of Aldermen

Rowan County

JAN 1 9 2022

Commissioners

Mr. Jody Aaron Taylor

Rowan County | Generated 1/3/2022 @ 9:03 am by OnBoard2 - Powered by ClerkBase

Status

Name Mr. Jody Aaron Taylor

Application Date 12/29/2021 Expiration Date 12/29/2023

Board Member Jody A Taylor
Status Validated

Board (Rank)

Vacancies

Status

Library Board (1)

1

Pending

Rowan Economic Development Council

11

Pending

Basic Information

Name

Mr. Jody Aaron Taylor

Business/Civic Experience and why you feel you are qualified for this appointment:

Former C-Suite Business Owner in Rowan County, Former Historic Landmarks Commissioner of Rowan County, and current community volunteer and local philanthropist working for the betterment of my community and would like to give back in additional ways in 2022 to the library and business sector of Rowan County for the continued growth of our area.

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Gender

What is your gender? REDACTED

Contact Information

Address

195 Morrowfield Place Mount Ulla, NC 28125

Resident

Yes

Phone

704-418-5398

Cell Phone 704-418-5398

Email

jodyataylor@outlook.com

Occupation

Employer

Independent Contractor and Non-Profit Consultant

Occupation

VP/Director of Marketing & Communications

Additional Information