



## **ROWAN COUNTY COMMISSION AGENDA**

**May 2, 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**

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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: April 18, 2022

### **1 Consider Approval of Consent Agenda**

- A. Cooperative Extension/ Robertson Foundation Grants
- B. Corporate Hangar Lease for Retail Business Solutions
- C. Approval of a Sole-Source Purchase of Fan from Big A\*\* Fans

- D. Request to Award Sidearm to Retiring Master Deputy Scott Hylton
- E. Contract New Path Youth Services, Inc for DSS
- F. Schedule Public Hearing for Z 04-22: Red Rock Developments LLC. for May 16, 2022
- G. Schedule Public Hearing for Z 01-22
- H. Amendment to EMS Management & Consultant Contract
- I. Health Department Contract With Illumined Leadership Solutions
- J. Amendment 1 to Federal Engineering Contract
- K. Award of RFP for Project 25 to Motorola
- L. Release RFP for Youngs Mountain Tower and Shelter
- M. Release SOR for Public Safety Radio Communications System Enhancements
- N. Carolina Recording Services Upgrade Contract
- O. Bi-Weekly Environmental Health Report

## 2 Special Recognition

- A. Proclamation for Law Enforcement Week
- B. Proclamation To Establish May As Shield-A-Badge With Prayer Awareness Month
- C. Proclamation Honoring Livingstone College 2022 CIAA Southern Division Golf Championship Team
- D. Proclamation for Motorcycle Safety and Awareness Month
- E. Emergency Medical Services Week

## 3 Public Comment Period

- 4 Real Estate Purchase Contract for Rowan-Salisbury School System
- 5 Consider Requests for (GREAT Grant) Broadband Expansion Funding Support
- 6 Budget Amendments
- 7 Consider Approval of Board Appointments
- 8 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:** April 21, 2022  
**SUBJECT:** Consider Approval of the Minutes: April 18, 2022

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**ATTACHMENTS:**

**Description**

April 18, 2022 Minutes

**Upload Date**

4/21/2022

**Type**

Cover Memo

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



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

## Rowan County Board of Commissioners

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

### MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

April 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 said the Board had received a list of five (5) items for consideration as additions to the Consent Agenda.

- **Contract with Tyler Technologies for PACE** (Consent Agenda Item L):  
The Purchasing Director recommends the Board of Commissioners authorize the County Manager to sign a contract with Tyler Technologies for PACE for \$12,580
- **Contract with WSP USA, Inc. for Long Ferry Corridor Study** (Consent Agenda Item M)  
The Planning and Purchasing Directors recommend the Board of Commissioners authorize the County Manager to sign a contract with WSP USA, Inc. for the Long Ferry Road Corridor Study in an amount not to exceed \$37,497.34.
- **Budget Amendment for Health Department** (Consent Agenda Item N)  
Funding awarded in the amount of \$188,843 to support school nurses and school health serving positions.

- **Request to pursue funding via U.S. Senate Appropriations Committee's Congressionally Directed Spending Request** (Consent Agenda Item O)

The Director of Grants Administration and Government Relations asks the Board to approve staff to submit "Congressionally Directed Spending Requests" to North Carolina's United States Senators in support of:

- Road and Sewer improvements in Red Rock
- West End Agricultural Center
- Detox Crisis Center

It is further requested to approve Chairman Edds to write to North Carolina's U.S. Senators on behalf of the Board of Commissioners regarding the Congressionally Directed Spending requests for the above projects.

- **Authorization to request funding for Interchange Justification Report (IJR)** (Consent Agenda Item P)

The Director of Grants Administration and Government Relations asked the Board to approve staff to apply for funding in the amount of \$500,000 to fund completion of an Interchange Justification Report to support the I-85 Interchange Project pursuing federal grant dollars. It is further requested that the Board approve Chairman Edds to write a letter to the County's district legislators regarding the request.

## **CONSIDER DELETIONS FROM THE AGENDA**

There were no deletions from the agenda.

## **CONSIDER APPROVAL OF THE AGENDA**

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

## **CONSIDER APPROVAL OF THE MINUTES**

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the minutes of the April 4, 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. Habilitation Center, LLC Contract for DSS
- B. Yadkin PeeDee Water Management Group MOU and Dues
- C. Tax Refunds for Approval
- D. Grant Agreement NCDOT Project No: 36244.56.11.1 Design/Bid Taxiway Rehabilitation
- E. Davco Roofing and Sheet Metal, Inc Contract for Courthouse Roof

- F. REI Engineers contract for engineering fees for facilities roof
- G. Health Insurance Premiums Effective 07-01-22
- H. Request for Temp Full-Time Senior Heavy Equipment Operator
- I. Acceptance of Grant/Interlocal Agreement for FY 21 Local Justice Assistance Grant
- J. Approval to Apply for 5310 City of Concord FFY22
- K. Blanche & Julian Robertson Foundation Grant Acceptance
- L. Contract with Tyler Technologies for PACE (addition to the Consent Agenda and attached to these minutes for the record)
- M. Contract with WSP USA, Inc. for Long Ferry Corridor Study (addition to the Consent Agenda and attached to these minutes for the record)
- N. Budget Amendment for Health Department (addition to the Consent Agenda and attached to these minutes for the record)
- O. Request to Pursue Funding via U.S. Senate Appropriations Committee's Congressionally Directed Spending Request (addition to the Consent Agenda and attached to these minutes for the record)
- P. Authorization to Request Funding for Interchange Justification Report (IJR) (addition to the Consent Agenda and attached to these minutes for the record)

## **2. PUBLIC COMMENT PERIOD**

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

- Timothy Trogdon, 205 Southern ES Street, Salisbury, NC provided the Board with a handout and talked about trying to improve the 911 emergency system.

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

## **3. PUBLIC HEARING FOR Z 03-22**

Planner Aaron Poplin presented the staff report via a power point for Rezoning Petition Z 03-22. Mr. Poplin stated Connie Merrell on behalf of Merrell Partners was petitioning to rezone two parcels at 1505 Peach Orchard Rd, owned by Diane Brandon, from Rural Residential (RR) to 85-ED-2. The properties were further referenced as county tax parcels 406 010 and 406 126. A majority of parcel 406 126 was zoned 85-ED-2; the front of parcel 406 126 was zoned RR; all of 406 010 is zoned RR. The road frontage for all the properties was on parcel 406 126.

Using the power point, Mr. Poplin showed the site in question, as well as the surrounding areas. Mr. Poplin noted a small sliver of property that was currently unclaimed and for which staff recommended including in the rezoning. Mr. Poplin noted the property owner planned to utilize water/sewer from the City of Salisbury at the site.

Mr. Poplin highlighted the information contained in the staff report with regards to the property's relationship with any plans and policies, consistency with the requested

zoning district's purpose and intent, compatibility of all uses, and potential impact on facilities such as roads, utilities and schools.

Procedurally, Mr. Poplin said the Board must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest [sec. 21-362 (j)]. A statement analyzing the reasonableness of the decision is also necessary. A statement of reasonableness is necessary to substantiate a small-scale zoning decision and ensure the decision is "reasonable".

The Planning Board conducted a courtesy hearing for Z 03-22 in February with no one speaking for or against the rezoning. The Planning Board approved the rezoning, including portions of parcels 406 020 and 406 127, with the following statement: Statement of Consistency and Reasonableness- Z 03-22 is consistent with area 2 of the Eastern Area Land Use Plan, the Hwy 29 and I 85 corridor and it is consistent with the 85-ED-2 standards and is reasonable based on the fact that it aligns with the intent and spirit of the ordinance, it is surrounded to the east by CBI and 85-ED-2 districts.

Staff comments were:

- This is a straight rezoning so all uses in the 85-ED-2 district should be considered.
- There can be no conditions of approval.
- Staff recommends rezoning a portion of parcel 406 020 and parcel 406 127 from RR to CBI to remove the rest of the remaining RR zone on the southern side of Peach Orchard Road.

The applicant, Connie Merrell, came forward. Ms. Merrell said the property was being purchased for her husband's company, Structural Unlimited. Ms. Merrell said the company erected concrete buildings. Ms. Merrell felt the property under consideration would be a great fit between their Richmond, VA and Spartanburg, SC business operations. Ms. Merrell described the business operations, current space and the Company's plans for the property in Rowan County if it were to be rezoned. Ms. Merrell stated the Company, currently headquartered at 6130 Harris Technology Boulevard in Charlotte, NC, would be a good neighbor in Rowan County and follow all requirements.

Commissioner Caskey inquired if the property would be a satellite office or if Structural Unlimited planned to move its headquarters to Rowan County. Ms. Merrell said for now the Company would probably use its Charlotte office. Ms. Merrell said approximately 90% of their employees were on the road, setting up and tearing down cranes and moving to the next job site. Ms. Merrell said she lived in Cabarrus County not far from the Rowan County line. Ms. Merrell expressed appreciation for the feel of home that she and her husband felt in Rowan County, both personally and professionally.

In response to an inquiry from Chairman Edds, Mr. Poplin said since the request was a straight district rezoning, everything in the ED-2 District would have to be considered.

Ms. Merrell confirmed to Chairman Edds the Company would be utilizing the accessibility of city water; however, she said they had not spoken with the City as she and her husband had felt the rezoning should be the first step.

Commissioner Greene inquired as to the size of the building. Ms. Merrell said it was estimated anywhere from 5,000 square feet to upwards of 8,000 square feet. Ms. Merrell said there would also be an office space for the Company and they would potentially build another office space in the future for the Company to possibly lease out.

Chairman Edds opened the public hearing to receive citizen input regarding Z 03-22. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Chairman Edds moved approval of the Statement of Consistency and Reasonableness as follows: Z 03-22 is consistent with area 2 of the Eastern Area Land Use Plan, the Hwy 29 and I 85 corridor and it is consistent with the 85-ED-2 standards and is reasonable based on the fact that it aligns with the intent and spirit of the ordinance, it is surrounded to the east by CBI and 85-ED-2 districts. The motion was seconded by Commissioner Pierce and carried unanimously.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve Z 03-22 passed unanimously.

#### **4. PUBLIC HEARING FOR ZTA 02-22: CONDITIONAL ZONING**

Assistant Planning Director Shane Stewart provided a power point as he presented the staff report for ZTA 02-22. Based on the staff report, staff was requesting an amendment to sections 21-11, 21-61 and 21-62 of the Zoning Ordinance regarding development agreements and conditional districts. Specifically, amendments to conditional districts involved the following sections: application details, administrative minor changes, and district expiration.

Mr. Stewart reported that over the past decade or more, generally half of all rezoning requests received had been for a conditional district (CD); a trend likely to continue. The district serves as a necessary approach in rezoning property that offers additional clarity on permitted development in the district through submission of a site plan and other details, which allowed an appropriate evaluation of the request. One challenge with a CD request related to the required process to consider plan changes that may arise after the rezoning. Current language included three (3) variables that may be used by Planning Staff to guide a decision into whether a proposed variation in plan detail would be required to repeat the original rezoning process.

Staff proposed additional guidance for minor change decisions and the elimination of waiting periods where amendments may be requested, the latter of which was rarely used. Revocation language is proposed for removal, which was historically consistent with that for special use permits (quasi-judicial decisions), but not as relevant in

legislative decisions. New language is provided indicating the same two (2) year duration to obtain permits for development within the CD but would not “expire” unless a subsequent rezoning was initiated by staff.

Using the power point, Mr. Stewart highlighted the recommended changes.

Procedurally, Mr. Stewart said the Commissioners must develop a statement of consistency regarding the proposed zoning ordinance amendment describing whether its action was consistent with any adopted comprehensive plans.

Mr. Stewart said the required notices for the hearing were published in the Salisbury Post on April 7, 2022 and again on April 14, 2022.

The Planning Board met on March 28, 2022 and no one provided comments during the courtesy hearing. The Planning Board voted unanimously to recommend approval of the request, with two (2) minor wording changes incorporated, based on the following statement of consistency: ZTA 02-22 is reasonable, appropriate and necessary to meet the development needs of Rowan County not previously envisioned by the East and West Area Land Use Plan. Furthermore, the adoption of ZTA 02-22 is deemed an amendment to the East and West Area Land Use Plans based on the following:

1. It adds definition and flexibility for conditional districts based on guidance by the North Carolina School of Government; and
2. It adds flexibility for staff level amendments to establish and approve the CDs;
3. It adds better definition on expiration of approved CDs that have not been acted upon.

A brief question and answer period followed the presentation between board members and Mr. Stewart.

Chairman Edds opened the public hearing to receive citizen input regarding ZTA 02-22. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Caskey moved approval of the Statement of Consistency as follows: ZTA 02-22 is reasonable, appropriate and necessary to meet the development needs of Rowan County not previously envisioned by the East and West Area Land Use Plan. Furthermore, the adoption of ZTA 02-22 is deemed an amendment to the East and West Area Land Use Plans based on the following:

1. It adds definition and flexibility for conditional districts based on guidance by the North Carolina School of Government; and
2. It adds flexibility for staff level amendments to establish and approve the CDs;
3. It adds better definition on expiration of approved CDs that have not been acted upon.

The motion was seconded by Commissioner Pierce and carried unanimously.

Commissioner Klusman moved approval of ZTA 02-22 followed by a second from Commissioner Greene. The motion passed unanimously.

The text amendments were approved as follows:

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

## Chapter 21: ZONING ORDINANCE

### Article I. In General

#### Sec. 21-1. Title.

#### Sec. 21-2. Purpose.

#### Sec. 21-3. Authority.

#### Sec. 21-4. Definitions.

#### Sec. 21-5. Jurisdiction.

#### Sec. 21-6. Bona fide farms exempt.

#### Sec. 21-7. Severability.

#### Sec. 21-8. Abrogation.

#### Sec. 21-9. Use or sale of land or buildings except in conformity with chapter provisions.

#### Sec. 21-10. Relationship to other ordinances.

#### Sec. 21-11. Permit choice, vested rights, ~~and~~ site-specific vesting plans, **and development agreements.**

Sec. 21-11. Permit choice, vested rights, ~~and~~ site-specific vesting plans, **and development agreements.**

Pursuant to G.S. 143-755, 160D-108, ~~and~~ 160D-108.1, **and Article 10 of 160D** provisions to secure a permit choice, vested right, ~~or~~ site-specific vesting plan, **or development agreement** shall be as follows:

(a) *Permit choice.*

(b) *Vested rights.*

(c) *Site-specific vesting plans.*

**(d) Development Agreements. Properties subject to an approved development agreement with the Board of Commissioners consistent with Article 10 of G.S. 160D may have a vesting period which exceed the duration identified in this subsection.**

Sec. 21-61. Conditional districts.

(a) *Purpose.* There are instances where ~~certain uses may have significant impacts on the surrounding area and the county which cannot be predetermined and controlled by general district standards. As a result, a general zoning district designation is clearly inappropriate for a property, but a specific use or uses permitted as a conditional district subject to development requirements to address the anticipated impacts would be consistent with the spirit and intent of this chapter.~~ **a rezoning request to a general district would be inappropriate and could not effectively be managed by the district's general development standards. As an alternative manner to evaluate such a request, a conditional district may propose specific development standards necessary to address anticipated impacts on surrounding properties and the county, establish consistency with adopted plans, and / or provide a clear understanding of the type and degree of future development allowed within the district. This can often be achieved by the commitment to a specific use or uses permitted in the conditional district, increased development standards, or site plan details, which are tailored to address the aforementioned objectives and sufficient to allow for an appropriate evaluation of the request.** This voluntary procedure must be petitioned by the property owner or their authorized agent as a ~~firm~~ development proposal and not for securing early zoning for tentative uses which may not be undertaken for a long period of time.



| <i>General Zoning Districts</i> | <i>Conditional Districts</i> |
|---------------------------------|------------------------------|
| RS                              | RS (CD)                      |
| RR                              | RR (CD)                      |
| RA                              | RA (CD)                      |
| MHP                             | MHP (CD)                     |
| MFR                             | MFR (CD)                     |
| CBI                             | CBI (CD)                     |
| 85-ED-1                         | 85-ED-1 (CD)                 |
| 85-ED-2                         | 85-ED-2 (CD)                 |
| 85-ED-3                         | 85-ED-3 (CD)                 |
| 85-ED-4                         | 85-ED-4 (CD)                 |
| IND                             | IND (CD)                     |
| NB                              | NB (CD)                      |
| INST                            | INST (CD)                    |

(b) *Applications.* Applications for conditional districts shall be on forms provided by the county planning and development department. Only property owners or their authorized agents shall apply for rezoning to an appropriate conditional district (amended 6-19-00). **In addition to the general information required in section 21-52 and other applicable sections of this chapter, the petitioner may propose additional limitations or restrictions to ensure compatibility between the development and the surrounding area. The applicant may propose additional limitations or restrictions that address: compatibility between the development and surrounding area; anticipated impacts; land use plan objectives; or other concerns. Supporting documentation must clearly identify proposed restrictions or conditions that exceed general district standards and govern future development within the district.** Only uses listed in section 21-113 as permitted by right **or as a CD** may **and as a CD** be considered within a conditional district.

**Applications must include a site plan containing information from section 21-52 including the general location and size of buildings, proposed streets, parking areas, and other operational area improvements. While the applicant has discretion in the level of detail or conditions offered to govern the proposed conditional district, the application must contain sufficient content for a substantive evaluation by the board of commissioners. The applicant must consider the potential degree of administrative change afforded to an approved district in section 21-62(d) when submitting an application.**

(c) *Permitted uses and development requirements.* **Upon approval of If approved as** a conditional district, only the use or uses identified in the conditional district are allowed subject to any associated conditions or limitations therein. All use requirements of the underlying general use district **and section 21-64, if applicable,** shall apply as well as all other requirements of the ordinance. In no situation shall approval of a conditional district reduce required standards of this ordinance unless otherwise provided herein.

(d) *Review Procedures.* Conditional district requests shall follow review procedures referenced in Sec. 21-362.

(e) *Conditional District Approval.* The board of commissioners may approve a reclassification of a property to a conditional district only upon determining that the proposed use or uses will meet all standards and regulations in this chapter that are applicable. Specific conditions applicable to the district **may** be proposed by the petitioner or the board of commissioners, but only those conditions consented by the petitioner in writing consistent with G.S. 160D-703(b) may be incorporated into the zoning regulations. Conditions and site-specific standards imposed in a conditional district shall be limited to those that address the conformance of the development and use of the site to applicable ordinances, officially adopted comprehensive plans, or impacts reasonably expected to be generated by the development or use of the site.

The approval of the district and any requested conditions shall be included on **an a certificate of approval** form provided by the county. If the approval and any attached conditions are acceptable to the petitioner, then this acceptance shall be indicated by the petitioner signing the approval form.

(Ord. of 1-19-98, § IV; Ord. of 6-17-02; Amend. of 3-7-05; Amend. of 2-20-06(1); Amend. of 6-16-08; Amend. of 6-19-10; Amend. of 3-5-12; Amend. of 9-6-16; Amend. of 6-21-21)

Sec. 21-62. Effect of approval for conditional districts.

- (a) *Conditions attached to approval.* Approval of a conditional district and the attached conditions are binding on the property as an amendment to the zoning maps. All subsequent development and use of the property shall be in accordance with the standards for the approved conditional district, the approved rezoning request, and all conditions attached to the **certificate of approval**. ~~In accordance with Sec. 21-11(c), an approved conditional district secures a vested right to undertake a project for two (2) years unless a longer duration is requested by the applicant and approved by the Board of Commissioners.~~
- (b) *Uses allowed.* Only uses and **structures development** indicated **on within** the approved **site plan conditional district** shall be allowed on the subject property. All uses and structures in a conditional district shall also comply with all standards and requirements for development in the underlying zoning district.
- (c) *Effect on zoning maps.* Following approval of the rezoning request for a conditional district, the subject property shall be identified on the zoning map by the appropriate district designation as listed in section 21-61 (a). All parallel conditional use districts approved prior to September 6, 2016 shall hereby be replaced by a comparable conditional district. For example, a pre-existing CBI-CUD designation will be changed to a CBI-CD designation. Associated applications, site plans, conditions, and limitations placed on the conditional use district are incorporated without change into the standards and conditions for the new conditional district. Changes to a pre-existing conditional use district are subject to the conditional district process identified in subsection (d). Nothing in the section shall be interpreted to invalidate a pre-existing conditional use district.
- (d) *Alterations to approval.* Alterations to an approved plan for a conditional district shall be as provided in this subsection.
- (1) Except as provided in subsection (2) below, changes to the approved conditional district and maps shall be treated as amendments to this chapter and the zoning maps.
  - (2) Minor changes.
    - a. The county recognizes slight deviations in **site-specific development proposals plans** may arise **from circumstances that could not reasonably be anticipated during the rezoning, warranting which may warrant** changes to the plans and therefore offers a provision for administrative approval of a minor change. The applicant may submit a written request to the planning director that includes supporting documentation (e.g. federal / state permits, survey / engineering information, **water or sewer permit, soil suitability**) substantiating the need for the minor change. After reviewing the record of proceedings, the planning director may consider minor changes that are substantially similar to that approved by the Board of Commissioners **except in instances where reliance was made on an adopted development condition identified on the certificate of approval. Additionally, each request must comply with all of subject to the following criteria used as a guide in evaluating and approving a minor change request:**
      1. Relocation of **an operational area improvement(s)** that **do does** not project into the **required adopted conditional district setback for that respective improvement;**
      2. **Reduced setback of no more than ten (10) percent for the operational area improvement depicted on the approved plan, provided compliance with the corresponding general district setback;**
      3. **Increase in total gross floor area(s) by no more than ten (10) percent of the floor area(s) depicted on the approved plan, provided the size comply with the corresponding general and / or overlay district allowance;**
      4. **Change in driveway location along the same road provided the location complies with NCDOT standards;**
      5. Structural alterations that do not significantly effect the basic style, ornamentation, and / or character of the building; **or**
      6. Change in detail which does not affect the basic relationship of the use to the required standards of the applicable ordinances or condition(s) of approval; **or**
      7. **Any change that impose a standard greater than the conditional district.**
    - b. Regardless of Sec. 21-62(d)(2)(a)(1-3), the planning director may **forward the requested change to the Board of Commissioners for consideration require the applicant to submit a new application** in the same procedure as required for the original issuance of the conditional district as per Sec. 21-61(b). **All Additionally, all** other changes shall be reviewed **by the Board of Commissioners** as per Sec. 21-61(b). Modifications requesting reduction of the minimum standards within the zoning ordinance shall be treated as a variance request and not considered herein.
    - c. **Requests for a minor change may be submitted to the planning director at any time, although proposals**

~~to change or amend any approved conditional district shall not be considered by the Board of Commissioners within one (1) year after date of original authorization of such permit or within one (1) year after hearing of any previous proposal to amend or change the district unless deemed appropriate by the planning director. Applicants of amendment proposals to the Board of Commissioners within the one (1) year period denied by the planning director may request referral to the Board. Failure of the Board of Commissioners to schedule a legislative hearing regarding an amendment shall constitute denial of the request and conditions of the original district shall remain in effect.~~

~~d. The Board of Commissioners may consider revocation of an approved conditional district through the same procedure as the original permit. Following the hearing, the Board of Commissioners may elect to revoke the district if it is factually determined that one or more instances listed below have occurred:~~

- ~~(1) Substantial departure from the approved application, plans, or specifications;~~
- ~~(2) Refusal or failure to comply with the requirements of any applicable local development regulation;~~
- ~~(3) False statements or misrepresentations made in securing the approval; or~~
- ~~(4) Mistakenly issued in violation of an applicable State or local law.~~

~~Failure to validate at least one of these instances shall allow the conditional district to remain valid. Petitioners may appeal this decision to superior court. Should a conditional district be revoked, the Board of Commissioners will rezone the property back to a general zoning district.~~

**(e) Expiration.** ~~If a zoning permit is not issued for development allowed in the conditional district within two (2) years of district approval or within a longer duration established by section 21-11, the Planning Director may review effort made and / or continued interest in the proposed development with the property owner or developer. If it is apparent that development within the district may not occur for a long period of time, the Planning Director may schedule a courtesy hearing to consider an appropriate general zoning district consistent with section 21-362. Absent a rezoning to a general zoning district, all conditions, restrictions, and plan details of the conditional district remain in effect.~~

(Ord. of 1-19-98, § IV; Ord. of 10-18-04; Amend. of 11-2-09; Amend. of 10-4-10; Amend. of 3-5-12; Amend. of 9-6-16; Amend. of 6-21-21)

## **5. LITTER REPORT**

Chairman Edds read from the Litter Report in the agenda packet. During the month of March, Rowan County's self-funded litter mitigation program removed 18,990 lbs. of roadside litter and debris along with 47 discarded tires.

The Rowan County Sheriff's Office, by virtue of the Environmental Crimes Special Deputy, contributed to curb illegal dumping by issuing 9 citations for littering or illegally dumping and by identifying 20 illegal dump sites along with providing public outreach and promoting the Department of Environmental Management's **Secure Your Load** and proper waste disposal initiatives.

## **6. FINANCIAL REPORTS**

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

- Annual Cumulative Expenditure Comparisons as of March 2022 - \$113,573,563
- Annual Cumulative Revenue Comparisons as of March 2022 - \$133,004,549
- Annual Cumulative Current Year Property Tax Comparisons as of February 2022 – \$ 85,681,442
- Annual Cumulative Sales Tax Comparisons as of December in FY '2022 - \$17,823,862
- Monthly Sales Tax Comparisons as of December in FY' 2022 - \$3,534,929

## **7. BUDGET AMENDMENTS**

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

- Finance – Transfer funds to cover precinct workers and part-time salaries through the end of the fiscal year. \$12,875
- Sheriff – Recognize insurance payment received from wrecked asset forfeiture vehicle and place funds in the proper expense capital asset: Asset Forfeiture Account to allow for purchase of replacement vehicle. \$15,308
- Finance – Recognize reserved funds from FY 2021 for Sheriff's Office. Reserved funds represent money received by a department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. \$3,070
- Finance – Requesting a budget amendment to address estimated rest of year occupancy fees received and paid out to Rowan County TDA. \$315,000
- Airport – Request to transfer money from the General Fund, using Article 44 economic development reserves to the Airport Fund to purchase large fan. \$20,892

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

## **8. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 6:57 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Chairman Edds took a brief moment to introduce and welcome Ann Kitalong-Will, recently hired as the County's Director of Grants Administration and Government Relations. Chairman Edds also wished County Manager Aaron Church a happy birthday.

Chairman Edds declared the Board adjourned.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

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



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

## Rowan County Board of Commissioners

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

April 18, 2022

To: Rowan County Board of Commissioners  
From: Carolyn Barger, Clerk to the Board of Commissioners  
Date: April 18, 2022

The following items have been submitted for the Board to consider as additions to the Consent Agenda this evening:

1. **Contract with Tyler Technologies for PACE:**

The Purchasing Director recommends the Board of Commissioners authorize the County Manager to sign a contract with Tyler Technologies for PACE for \$12,580

2. **Contract with WSP USA, Inc. for Long Ferry Corridor Study**

The Planning and Purchasing Directors recommend the Board of Commissioners authorize the County Manager to sign a contract with WSP USA, Inc. for the Long Ferry Road Corridor Study in an amount not to exceed \$37,497.34.

3. **Budget Amendment for Health Department**

Funding awarded in the amount of \$188,843 to support school nurses and school health serving positions. This is a pass through revenue and expense for the County.

4. **Request to pursue funding via U.S. Senate Appropriations Committee's Congressionally Directed Spending Request**

The Director of Grants Administration and Government Relations asks the Board to approve staff to submit "Congressionally Directed Spending Requests" to North Carolina's United States Senators in support of:

- Road and Sewer improvements in Red Rock
- West End Agricultural Center
- Detox Crisis Center

It is further requested to approve Chairman Edds to write to North Carolina's U.S. Senators on behalf of the Board of Commissioners regarding the Congressionally Directed Spending requests for the above projects.

5. **Authorization to request funding for Interchange Justification Report (IJR)**

The Director of Grants Administration and Government Relations asked the Board to approve staff to apply for funding in the amount of \$500,000 to fund completion of an Interchange Justification Report to support the I-84 Interchange Project pursuing federal grant dollars. It is further requested that the Board approve Chairman Edds to write a letter to the County's district legislators regarding the request.



**Rowan County Purchasing Department**

130 West Innes Street, Salisbury, NC 28144

Phone (704) 216-8100 FAX (704) 216-8166

Addition to the  
Consent Agenda  
as Item L

C. Barger  
4/18/2022

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

From: Anna Bumgarner, Director of Purchasing/Contract Administration  
Randy Cress, Assistant County Manager

Re: Contract with Tyler Technologies for PACE

Date: April 18, 2022

---

The Tyler PACE 60 hours of Professional Services will allow for multiple paths of progression through our migration to bring all County departments involved with Residential and Commercial construction, planning and permitting into the Customer Self Service portal. This specific project will focus on completion of the Planning and Development online permitting and fees while our Energov Assist focuses on the new Environmental Health onboarding. Although this contract cost is for \$12,580, the County has two (2) other contracts with Tyler this budget year that total \$208,039.98. One is for the Renewal of Munis Services for Financials, Human Resources and Payroll Administrative Software and the other is for Energov.

Attached is the contract with Tyler Technologies

Recommendation: The Purchasing Director recommends that the Board of Commissioners authorize the County Manager to sign a contract with Tyler Technologies for PACE to for \$12,580.



**Sales Quotation For:**  
Thomas Roemer  
Rowan County  
Suite 140  
130 W Innes Street  
Salisbury NC 28144-4345  
Phone: +1 (704) 216-8177

Quoted By: Stanley John  
Quote Expiration: 09/27/22  
Quote Name: Rowan County - EPL Comm. Health Training  
Quote Description: Rowan County - EPL Comm. Health Training

#### Professional Services

| Description             | Quantity | Unit Price | Extended Price   | Maintenance |
|-------------------------|----------|------------|------------------|-------------|
| Implementation - Remote | 60       | \$ 185     | \$ 11,100        | \$ 0        |
| Project Management      | 8        | \$ 185     | \$ 1,480         | \$ 0        |
| <b>TOTAL</b>            |          |            | <b>\$ 12,580</b> | <b>\$ 0</b> |

#### Summary

|  | One Time Fees | Recurring Fees |
|--|---------------|----------------|
| Total Tyler Software                           | \$ 0          | \$ 0           |
| Total Annual                                   | \$ 0          | \$ 0           |
| Total Tyler Services                           | \$ 12,580     | \$ 0           |
| Total Third-Party Hardware, Software, Services | \$ 0          | \$ 0           |

**Summary Total**

**\$ 12,580**

**\$ 0**

**Contract Total**

**\$ 12,580**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held  
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

DRAFT



## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise Indicated on this Sales quotation, annual services will be Invoiced In advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

**Rowan County Purchasing Department**

130 West Innes Street, Salisbury, NC 28144

Phone (704) 216-8100 FAX (704) 216-8166

Addition to the  
Consent Agenda  
as Item M  
C Barger  
4/18/2022

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

From: Anna Bumgarner, Director of Purchasing/Contract Administration  
Ed Muire, Planning Director

Re: Contract with WSP USA, Inc for Long Ferry Corridor Study

Date: April 18, 2022

---

On February 3, 2022, Rowan County received proposals from 5 companies for the Long Ferry Road Corridor Study. The Corridor Study will evaluate increases in vehicular and truck traffic and access to several prospective non-residential properties. The Long Ferry Road corridor plan will help determine the best traffic control methods to supplement the overall street network. The study will be partially reimbursed with Federal-aid funding through the NC DOT. After reviewing the 5 proposals the County would like to enter into contract with WSP USA, Inc. to complete this corridor study. The not to exceed amount for this study is \$37,497.34

Attached is the contract with WSP USA, Inc and the committee scoring sheet.

Recommendation: The Planning and Purchasing Directors recommend that the Board of Commissioners authorize the County Manager to sign a contract with WSP USA, Inc for the Long Ferry Road Corridor Study in an amount not to exceed \$37,497.34.

Long Ferry Road Corridor Study  
Committee Scoring Sheet

|                                  | Maximum<br>Points | BMG  | Exult | Kimley-Horn | RKK  | WSP  |
|----------------------------------|-------------------|------|-------|-------------|------|------|
| <b>Corridor Study Experience</b> | <b>40</b>         | 30.4 | 27    | 36.8        | 30.8 | 36.6 |
| <b>Qualification of Staff</b>    | <b>20</b>         | 14.6 | 14.8  | 17.4        | 17.2 | 17.8 |
| <b>Methodology</b>               | <b>20</b>         | 13.6 | 14.8  | 16          | 17.2 | 18   |
| <b>Availability of Key Staff</b> | <b>20</b>         | 13.4 | 13.6  | 11.6        | 16.6 | 17.8 |
| <b>Total</b>                     | <b>100</b>        | 72   | 70.2  | 81.8        | 81.8 | 90.2 |

**Notes:**

Review 1

WSP-liked Figure 1 liked examples

Exult - 4 month timeline concern

BMG - Only 4 staff isted concern

Reviewer 2

BMG - concerned about small staff size

Exult - lack of planners

K-H - seminly low availablitiy until later this year

RKK - limited corridor experience

WSP - very strong all around

Reviewer 5

All of these consultants are prequalified in the codes advertised in the RFLOI

K-H seems to have the most experience working in this area with corridor studies

curious to see the types of data that will be utilized (MRM, TEEAS, Traffic counts etc.)

RKK and BMG did a good job explaining some of these



## ROWAN COUNTY

## AGREEMENT FOR SERVICES

## NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and WSP USA INC. ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or deliverables to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the deliverables (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider shall render the services consistent with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the project and at the time the services are to be performed. The Provider's standard of care shall not be altered by the application, interpretation or construction of any other provision of this Agreement.
2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.
3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not performed in accordance with this Agreement until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.
4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.
5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified from such requirements. The County shall be listed as an additional insured on all required insurance except workers compensation. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced from such requirements.

7. Indemnity. The Provider agrees that it shall indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, costs, damages, or expenses (including reasonable attorneys' fees) to the extent resulting from the negligent performance of this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority. This provision shall not be interpreted to negate the County's obligation to compensation the Provider for Services performed prior to such thirty (30) days notice of termination.



9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations. In accordance with Exhibit B, the Provider agrees to contractual requirements of the Civil Rights Act of 1964, Title VI.

13. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

14. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

18. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

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

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: Daniel H. Bridges

Name: Daniel H. Bridges

Title: Vice President

DRAFT



## EXHIBIT A

### CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider. The Provider shall perform the services set forth in Attachment A.
- B. Term of the Agreement. The Provider shall perform the Services in accordance with the schedule set forth in Attachment A.
- C. Payment to the Provider. For services to be performed hereunder, the County shall pay the Provider a not to exceed contract amount of \$37,497.34 as set forth in Attachment B.
- D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.
- E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:
- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with County listed as additional insured.
  - Workers' Compensation in the amount of \$500,000 employer's liability
  - Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage with County listed as additional insured.
- E. Contact Information.

THE COUNTY

AARON CHURCH,  
COUNTY MANAGER  
130 West Innes Street  
Salisbury, NC 28144  
Telephone: 704-216-8180

THE PROVIDER

BRADLEY REYNOLDS  
PROJECT MANAGER  
434 Fayetteville Street, Suite 1500  
Raleigh, NC 27601  
Telephone: 919-376-2736

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

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

Name: Aaron Church

Title: County Manager

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

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

\_\_\_\_\_  
(Signature of County Finance Officer)

THE PROVIDER

BY: Bradley Reynolds

Name: Bradley Reynolds

Title: Project Manager

## EXHIBIT B

### CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Provider, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal funding agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the County or the Federal funding agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it and the Federal funding agency may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of Paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the County or the Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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ATTACHMENT A

DRAFT





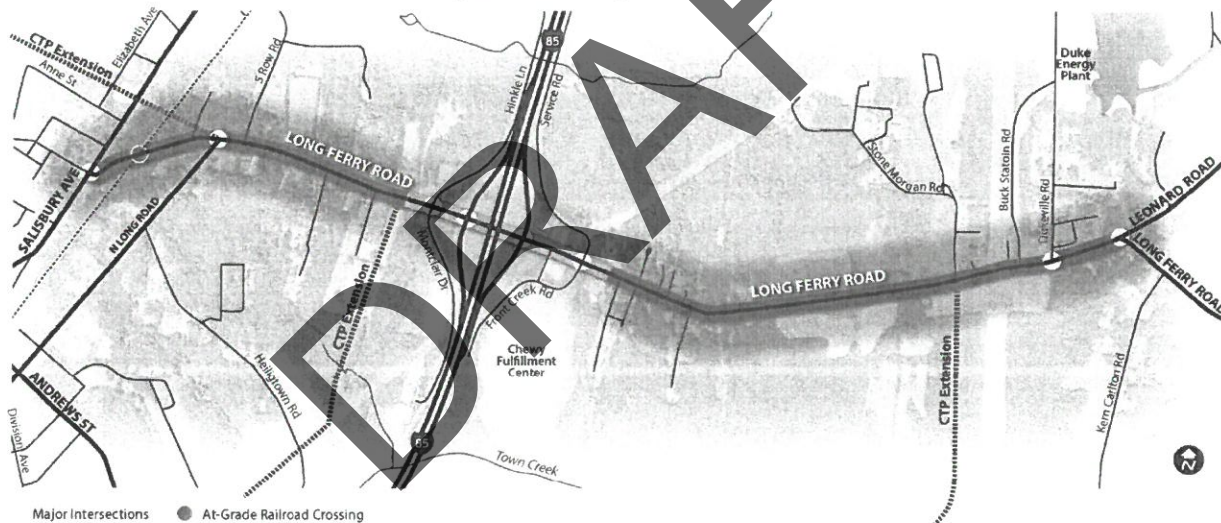
## LONG FERRY ROAD CORRIDOR STUDY

### Scope of Work

Rowan County, in collaboration with the North Carolina Department of Transportation (NCDOT) and the Cabarrus-Rowan MPO, is seeking a corridor study for Long Ferry Road from US 29 (Salisbury Avenue) to Leonard Road (SR 2168). The objective of this corridor study is to evaluate increases in vehicular and truck traffic and access to several prospective non-residential properties. The Long Ferry Road corridor plan will help determine the best traffic control methods to supplement the overall street network. Figure 1 shows the study area location. Study goals will endeavor to:

- Identify ways to increase traffic safety, mobility, and comfort;
- Identify potential traffic problems, and explore cost-effective solutions;
- Explore traffic calming solutions;
- Identify solutions for accommodating increased truck traffic.
- Provide a recommended cross section(s) that fosters economic development
- Develop land use policies to preserve the integrity of the corridor

Figure 1: Study Area Map



The approximately 3-mile corridor includes the following eight (8) existing intersections:

Table 1. Corridor Study Intersections

| # | Intersecting Roadway(s) along Long Ferry Road |
|---|---|
| 1 | US 29 (Salisbury Avenue)                      |
| 2 | Long Street                                   |
| 3 | Montclair Drive/Hinkle Lane                   |
| 4 | I-85 Southbound Ramps                         |
| 5 | I-85 Northbound Ramps                         |
| 6 | Front Creek Road/Service Road                 |
| 7 | Buke Station Road                             |
| 8 | Leonard Road                                  |



## Background

Rowan County is interested in identifying ways to increase traffic safety, mobility and operations along Long Ferry Road while resolving traffic problems with cost-effective solutions. The Long Ferry Road corridor is an important east-west transportation corridor connecting Spencer, I-85, and recreational opportunities while consisting primarily of residential, highway corridor commercial and industrial uses, and agricultural land uses. Commercial and industrial uses are abundant in and near the US 29/ I-85 and NC 152 commercial and industrial corridors. Long Ferry Road is identified in the CRMPO Comprehensive Transportation Plan (CTP) as needing roadway improvements while incorporating new major thoroughfare connections, a railroad grade separation, and roadway realignment at US 29. This corridor study will recommend Context Sensitive Solution (CSS) that respects the local community, plans for future land use development, identifies access management and traffic calming solutions, and increases traffic mobility and safety along Long Ferry Road.

The study will incorporate the existing and future growth built into the Regional Travel Demand Model to determine future travel demand along the corridor. The study will also incorporate data and findings from other ongoing studies in the area, if any.

## Task 1: Data Collection

WSP will gather the following information for review and evaluation to assist in developing improvement recommendations:

- Available GIS data for parcels, right-of-way, and utilities.
- Historic Annual Average Daily Traffic (AADT) (to be obtained from NCDOT).
- AM and PM peak hour turning movement counts including duals, TTSTs, bikes and pedestrians (to be collected by WSP at 8 intersections included in Table 1).
- 48-hour ADT volume/speed/classification counts (to be collected by WSP at 2 locations, east and west of I-85).
- Existing traffic control data at the study area intersections
- Crash data for most recent five (5) year period (to be obtained from NCDOT).
- Planned roadway and private development projects (to be provided by Rowan County and NCDOT).
- Available Traffic Impact Studies (TIAs) from adjacent developments (to be provided by Rowan County and NCDOT).
- Existing and future transportation plans, land use plans, small area plans, and previous studies along the corridor, if any (to be provided by Rowan County).
- Latest version of the Metrolina Regional Model (MRM) (to be provided by CDOT).
- Observations of AM, mid-day and PM peak period operations along the corridor (to be collected by WSP).

## Deliverables

*WSP will provide collected traffic and crash data, traffic control data, planned projects, transportation plans, and MRM output in the final report.*





## Task 2: Existing Conditions Assessment

WSP will develop an existing conditions assessment to understand the physical characteristics, growth, and traffic conditions of the corridor.

- Existing studies and plans will be reviewed to understand recent and future land use and development along the corridor. Where TIAs have been prepared, those will be reviewed for traffic and growth information.
- The regional travel demand model, supplemented with field data collection and data from other reports and studies, will be utilized to review and assess TAZ population and employment projections, outline level of service (LOS) during the weekday peak morning and afternoon hours, volume to capacity (V/C) ratios, and travel characteristics for existing and horizon years.
- A land use assessment, review of parcel data, and high-level market corridor build out potential will be conducted.
- GIS data obtained through Rowan County will be utilized to understand right-of-way and utility limits along the corridor.
- Crash data will be used to prepare summary of crashes occurring over the last five years.
- WSP will conduct one (1) in-person meeting with Rowan County and Town of Spencer staff to discuss current issues and challenges along the corridor, and to understand recent and future growth and development.

### Deliverables

WSP will provide an existing conditions assessment summary and map(s) of the corridor in the final report.

## Task 3: Traffic Operations Analysis

### Existing Conditions Analysis

WSP will perform a traffic capacity analysis under existing conditions for the weekday AM and PM peak hours using *Synchro* and *SimTraffic* software. WSP will summarize the performance measures for each of the study intersections in terms of LOS, delay and queue lengths.

### Projected Growth and Planned Projects

Using historic AADT data, planned roadway projects and private development project information, WSP will determine the recent traffic growth patterns and projected future growth at the study intersections and study corridor in collaboration and approval by Rowan County and NCDOT. Site specific private development, where available, and an annual background growth rate will be applied to the intersection turning movement volumes to determine future year traffic volumes in 2030.

### Future Year Analysis

A traffic capacity analysis under future year no build (2030) and build (2030) conditions will be performed for the weekday AM and PM peak hours using *Synchro* and *SimTraffic* software. The build alternative will determine the recommended cross-section for the corridor as well as specific intersection improvements based on future demand. *Synchro* and *SimTraffic* will be used to evaluate intersection geometry and traffic control to improve





# Long Ferry Road Corridor Study

*Scope of Work*

traffic flow. WSP will summarize the performance measures the future year no build and build intersections in terms of LOS, delay and queue lengths. WSP will identify the need for potential intersection improvements based on planned land uses, development plans, and NCDOT access management guidance..

Based on the future year conditions, WSP will recommend the following elements to improve safety, mobility, and operations in the study area:

- Future cross-section(s) along Long Ferry Road
- Intersection and roadway geometrics (i.e., turn lanes, access management)
- Future traffic control
- Identify truck traffic mitigations
- Identify safety improvements
- Land use recommendations

## Deliverables

*WSP will provide 2022 existing, 2030 no build, and 2030 build alternative AM/PM traffic volumes and capacity analysis (electronic format) in the report.*

## **Task 4: Crash and Safety Analysis**

WSP will obtain crash data for the corridor from NCDOT for the most current five (5) years. WSP will compile historical crashes along the Long Ferry Road corridor, review crash/safety concerns, and prepare summary table identifying critical crash rates, crash patterns, and potential safety issues. WSP will identify potential safety countermeasures to address crash patterns identified by the section analysis, and review of high crash locations.

## Deliverables

*WSP will provide electronic files of the section crash analysis in the report.*

## **Task 5: Public Engagement**

As part of this corridor study, input from the community will be important to developing the context sensitive build alternative. The following engagement activities are proposed:

- An online public engagement project website hosted, updated, and managed by Rowan County will be established. This will allow members of the public to learn about the project, see existing conditions and other study data, identify locations on a map where they can provide comments on corridor challenges and opportunities, and where they can review and offer comments on the corridor plan.
- WSP will provide public engagement material, content and suggested template to Rowan County for the project website.
- As requested under separate agreement, the WSP team could participate and coordinate with Town of Spencer with future land use planning efforts.
- Prepare presentation and participation by the WSP team (up to 2 staff) in two (2) meetings (Rowan Commission and Spencer Aldermen meetings) to present the Long Ferry Road corridor study findings.



## Long Ferry Road Corridor Study

*Scope of Work*

### Deliverables

*WSP will provide public engagement content and project material to Rowan County.*

*The WSP Team will prepare a PowerPoint presentation for the Rowan County meeting. The PowerPoint presentation will be provided in electronic format.*

### **Task 6: Cross Sections and Estimates**

A build alternative will be developed for the Long Ferry Road corridor and will include proposed cross-section(s), high-level conceptual layout and planning-level cost estimate. The conceptual layout will include the Long Ferry Road corridor from US 29 (Salisbury Avenue) to Leonard Road. In developing the build alternative and cost estimate, the project team will develop design criteria and consider segmenting the corridor into individual cost estimates (phases) to support project development.

### Deliverables

*WSP will provide cross-section(s), conceptual layout, and cost estimates in the report.*

### **Task 7: Technical Report**

A draft Long Ferry Road Corridor Study report will be prepared documenting the methodology, existing conditions, traffic analysis, land use assessment, market build out potential, build alternative development, and corridor recommendations. Rowan County will assemble all project stakeholder comments into one document. Upon receiving comments from Rowan County, WSP will address comments and prepare a final report. Draft and final copies of the report, along with an appendix, will be prepared and submitted in digital format (MS Word and PDF); no hard copies will be prepared.

### Deliverables

*WSP will provide electronic files of the Draft and Final Long Ferry Road Corridor Study.*

### **Task 8: Project Management**

The WSP project manager will provide regular monthly updates on study progress and hold internal bi-weekly staff project coordination calls. Four (4) project team coordination meetings (kickoff, two coordination, closeout) will be scheduled at various project milestones with WSP staff (up to 2 staff per meeting) and Rowan County to discuss project status and action items.

### Deliverables

*WSP will provide monthly invoices and progress reports.*

### **Schedule**

Upon receiving Notice to Proceed, WSP will conduct the study within six (6) months. WSP will establish a defined project schedule in coordination with Rowan County at the project kickoff meeting.

ATTACHMENT B

DRAFT



**Long Ferry Road Corridor Study  
Cost Proposal**

| <b>Classification</b>                   | <b>Employee</b>  | <b>Person-Hours</b> | <b>Hourly Rate</b> | <b>Total</b>       |
|---|------------------|---------------------|--------------------|--------------------|
| Transportation Director                 | Claire Brinkley  | 5.0                 | \$80.75            | \$403.75           |
| Project Manager                         | Bradley Reynolds | 32.0                | \$91.07            | \$2,914.24         |
| Sr. Planner                             | Fred Frank       | 63.5                | \$61.63            | \$3,913.51         |
| Traffic Engineer                        | Thomas Peel      | 85.0                | \$44.43            | \$3,776.55         |
| Roadway Engineer                        | Hunter Reid      | 51.0                | \$43.28            | \$2,207.28         |
| Comm. Specialist                        | Sarah Parkins    | 12.0                | \$38.67            | \$464.04           |
| <b>Total Direct Labor</b>               |                  | <b>248.5</b>        |                    | <b>\$13,679.37</b> |
| <b>Overhead Rate</b>                    |                  | 130.51%             |                    | \$17,852.94        |
| <b>Sub-Total</b>                        |                  |                     |                    | <b>\$31,532.30</b> |
| <b>Fee</b>                              |                  | 9.00%               |                    | <b>\$2,837.91</b>  |
| <b>Facilities Capital Cost of Money</b> |                  | 0.24%               |                    | <b>\$32.83</b>     |
| <b>Sub-Total</b>                        |                  |                     |                    | <b>\$34,403.04</b> |
| <b>Direct Non-Salary Costs</b>          |                  |                     |                    |                    |
| Mileage                                 |                  | 520                 | \$0.59             | \$304.20           |
| Copies (B&W 8 1/2 x 11)                 |                  | 100                 | \$0.09             | \$9.00             |
| Copies (Color 8 1/2 x 11)               |                  | 25                  | \$0.15             | \$3.75             |
| Copies (B&W 11 x 17)                    |                  | 25                  | \$0.83             | \$20.75            |
| Copies (Color 11 x 17)                  |                  | 10                  | \$1.66             | \$16.60            |
| Turning Movement Counts - 4 Hrs         |                  | 8                   | \$280.00           | \$2,240.00         |
| Speed, Class, Volume Counts - 48 hrs    |                  | 2                   | \$250.00           | \$500.00           |
| <b>Total Direct Non-Salary Costs</b>    |                  |                     |                    | <b>\$3,094.30</b>  |
| <b>GRAND TOTAL</b>                      |                  |                     |                    | <b>\$37,497.34</b> |



[illegible]



# Division of Public Health Agreement Addendum FY 21-22

Page 1 of 5

Rowan County Public Health  
Local Health Department Legal Name

620 ARPA COVID-19 School  
Health Team Workforce  
Activity Number and Description

Women's & Children's Health/Children & Youth  
DPH Section / Branch Name

Jenifer Simone, 919-218-1095  
Jenifer.simone@dhhs.nc.gov

DPH Program Contact  
(name, phone number, and email)

07/01/2021 – 05/31/2022  
Service Period

08/01/2021 – 06/30/2022  
Payment Period

DPH Program Signature \_\_\_\_\_ Date \_\_\_\_\_  
(only required for a negotiable agreement addendum)

☒ Original Agreement Addendum  
☐ Agreement Addendum Revision # \_\_\_\_\_

## I. Background:

On March 11, 2021, the President signed into law the American Rescue Plan Act (ARPA) of 2021 (P.L. 117-2). ARPA provides additional relief to address the continued impact of the Coronavirus Disease 2019 (COVID-19) pandemic on the economy; public health; state, tribal, local, and territorial (STLT) governments; individuals; and businesses. Under ARPA, the Centers for Disease Control and Prevention (CDC) activated CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response<sup>1</sup> to support public health response to COVID-19. Funds from this act were designated to recruit, hire, establish, expand, train and sustain a public health workforce, which includes school nurses and other school health professionals. Recipients will operate under a two-year budget process in order to allow time to develop solutions for a more sustained public health workforce.

School health is a recognized component of the public health effort for the school aged population. Public health and education are necessary partners in the operation of safe and healthy schools. Efforts should be taken to foster, grow and maintain the tie between public health and education in support of both COVID-19 response programs and other activities that improve population and individual health for students and school staff. In support of sustainable school health/public health programs 25% of the state funds awarded for public health workforce development are designated to support school-based health program workforce positions, including school nurses and other student serving personnel.

<sup>1</sup> <https://www.cdc.gov/cpr/readiness/funding-crisis.htm>

Alynn Harris  
Health Director Signature

(use blue ink)

Date

01/31/2022

Local Health Department to complete:  
(If follow-up information is needed by DPH)

LHD program contact name:

Phone number with area code:

Email address:

Cindy Whiteley

704-216-8892

Cindy.Whiteley@rowancountync.gov

Signature on this page signifies you have read and accepted all pages of this document. Template rev. July 2020

## II. Purpose:

This Agreement Addendum provides temporary funding for the Local Health Department to support school nurse and/or other school health serving positions (e.g., health educator, school mental health professional, school social worker) to provide services to students. People in those positions will serve as members of a school-based health team, collaborating with local school health programs to provide COVID-19 support and response in schools. Supporting positions may include supplementing the salaries of current positions to improve retention, recruiting, creating, and hiring of new student serving positions to fill gaps in the school-based health team, and/or contracting for positions to fill gaps in the school-based health team to provide and support other school health program activities that foster healthy students who are in school and ready to learn.

## III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

1. Support the employment of one or more school health team workforce positions (i.e., school nurse, school social worker, health educator, mental health professional, etc.) through salary supplement, hiring, or contracting, and for the people in those roles serving as members of the school based health team, to provide services to students.
2. Establish position descriptions for the positions consistent with licensure requirements for the position, current position descriptions on the school-based health team, and professional requirements and standards of practice. In addition to position specific work expectations, descriptions should include:
  - a. COVID-19 response related engagement in student and school health/public health efforts consistent with position type supported.
  - b. Provision and support of other school health program activities that foster healthy students who are in school and ready to learn.
3. Adhere to the following service quality measures:
  - a. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing or licensing agency of the position type. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
  - b. Services are provided in a culturally sensitive manner.
  - c. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

## IV. Performance Measures/Reporting Requirements:

### 1. Performance Measures

- a. Supplement, employ, or contract for the employment of one or more school health team workforce positions.
- b. Upload job descriptions of all team members supported in full or in part with these funds into the Smartsheet Dashboard, located at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>.



## 2. Reporting Requirements

Complete the following reports via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBC7=82018408e7b44ef9b44e113b6e536ffb>. All of the due dates for these reports are posted on the Smartsheet dashboard.

- a. **Monthly Financial Reports:** The monthly financial reports will report on the prior month. The initial financial report is to report on several months, October 2021 through January 2022, and is due by February 22, 2022. The remaining reports will be monthly, starting with the February 2022 report which is due by March 22, 2022.
- b. **Quarterly Performance Reports:** These will report about the prior quarter's progress on implementing the Agreement Addendum's required hiring of positions. The first two progress reports, for July – September and for October – December, are both due by February 22, 2022. The first progress report must include an estimated timeline for completion of this Agreement Addendum's FY 21-22 deliverables. The quarterly periods for these progress reports are defined as:
  - July – September 2021
  - October – December 2021
  - January – March 2022
  - April – May 2022

Each Quarterly Performance Report shall note whether LHD intends to hire the position directly, subcontract with a Community-Based Organization (e.g., a professional temporary employment agency) to fulfill the function, otherwise contract the position, or other. Other information provided by each report is to include:

1. Overall Goal and actual number of positions hired, both full time and part time. Race and ethnicity for applicants and actual staff hired shall be entered into Smartsheet according to CDC accepted protocol for race, ethnicity and gender including metrics on number of successful hires in relation to hiring goals.
2. Hiring activity type: direct hire, community-based organization hire, contracted hire, other.
3. Types of positions hired: If school nurse or school nurse extender positions are employed, activities provided by these positions shall be reported on the 2021-22 North Carolina Annual School Health and Charter School Health Surveys in December 2021 and June 2022. The link to this report will be provided by the Regional School Health Nurse Consultant (RSHNC).
4. Locations/school assignments of positions hired.
5. The due dates are posted on the Smartsheet dashboard.

## V. Performance Monitoring and Quality Assurance:

1. The Children and Youth Branch will monitor the Local Health Department's performance according to the following plan:
  - a. The RSHNC will review Smartsheet financial reports and Aid-to-Counties draw-down reports to ensure that funds are spent according to allowable use on a monthly basis.
  - b. The RSHNC will monitor recruitment and hiring through Quarterly Performance Reports including review of position descriptions uploaded to Smartsheet.
  - c. The RSHNC will maintain regular contact (email, phone, and on-site) with the Local Health Department to review progress on contract deliverables at least quarterly.



- d. Deliverables, as outlined in this Agreement Addendum, will also be monitored via reported data provided through the 2021-22 North Carolina Annual School Health and Charter School Health Surveys in December 2021 and June 2022.
- e. An annual monitoring report will be completed by the DPH program staff (RSHNC) at the end of the year (May 2022), and a copy made available to the Local Health Director.

**VI. Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. Allowable uses of funds include salary and fringe benefits, recruitment and hiring costs, staff development and training, IT hardware and software, equipment needed to perform the duties of the position, office supplies, utilities costs including internet, cell phones, travel and other costs associated with support of the expanded workforce to the extent these are not included in indirect costs.
3. Maintain all receipts and invoices for drawdowns that support the allowable use expenses which include salary and fringe benefits, recruitment and hiring costs, staff development and training, IT hardware and software, equipment needed to perform the duties of the position, office supplies, utilities costs including internet, cell phones, travel and other costs associated with support of the expanded workforce.
4. Seek prior approval from DPH program staff for any expenditure that is not consistent with allowable uses listed.
5. As the LHD is a subrecipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] the LHD agrees as applicable to the award, to:
  - a. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19;
  - b. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation);
  - c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of

results of tests intended to detect SARS– CoV–2 or to diagnose a possible case of COVID–19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

- d. Consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the subrecipient is expected to provide to CDC, through NC DHHS, copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing.
  - e. This award is contingent upon agreement by the subrecipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.
6. In addition to their local procurement rules/policies, the LHD shall comply with the following rules, applying the most restrictive standard where there is a difference between any of the standards:
    - a. Federal Uniform Administrative Requirements for Procurement, 45 CFR Part 75 §75.327-335, [https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#se45.1.75\\_1326](https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#se45.1.75_1326)
    - b. Appendix II to Part 75—*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* may be found here for incorporation into procurement contracts: [https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75\\_1521.ii](https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75_1521.ii)
  7. Unallowable costs:
    - a. Research
    - b. Clinical Care
    - c. Publicity and propaganda (lobbying):
      1. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
        - a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
        - b. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
      2. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: [https://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)
    - d. All unallowable costs cited in CDC-RFA-CK19-1904 remain in effect, unless specifically amended, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.



**FY22 Activity: 620 School Health Team Workforce**
**Supplement 1**

 Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA #: 93.354 Fed awd date: 5-19-21 Is award R&amp;D? no FAIN: NU90TP922192 Total amount of fed awd: \$ 62,340,758

CFDA Public Health Emergency Response: Cooperative Agreement

Fed award project description: Cooperative Agreement for Emergency Response: Public Health Crisis Response

Fed awarding agency: DHHS, Centers for Disease Control and Prevention Federal award indirect cost rate: n/a %

| Subrecipient    | Subrecipient DUNS | Fed funds for This Supplement | Total of All Fed Funds for This Activity | Subrecipient | Subrecipient DUNS | Fed funds for This Supplement | Total of All Fed Funds for This Activity |
|-----------------|-------------------|-------------------------------|--|--------------|-------------------|-------------------------------|--|
| Alamance        | 965194483         | 215,614                       | 215,614                                  | Jackson      | 019728518         | 76,659                        | 76,659                                   |
| Albemarle       | 130537822         | 668,845                       | 668,845                                  | Johnston     | 097599104         | 266,415                       | 266,415                                  |
| Alexander       | 030495105         | 89,668                        | 89,668                                   | Jones        | 095116935         | 114,931                       | 114,931                                  |
| Anson           | 847163029         | 134,542                       | 134,542                                  | Lee          | 067439703         | 157,465                       | 157,465                                  |
| Appalachian     | 780131541         | 203,860                       | 203,860                                  | Lenoir       | 042789748         | 191,823                       | 191,823                                  |
| Beaufort        | 091567776         | 117,600                       | 117,600                                  | Lincoln      | 086869336         | 84,421                        | 84,421                                   |
| Bladen          | 084171628         | 152,727                       | 152,727                                  | Macon        | 070626825         | 60,536                        | 60,536                                   |
| Brunswick       | 091571349         | 102,783                       | 102,783                                  | Madison      | 831052873         | 46,363                        | 46,363                                   |
| Buncombe        | 879203560         | 202,174                       | 202,174                                  | MTW          | 087204173         | 316,935                       | 316,935                                  |
| Burke           | 883321205         | 168,001                       | 168,001                                  | Mecklenburg  | 074498353         | 865,611                       | 865,611                                  |
| Cabarrus        | 143408289         | 276,598                       | 276,598                                  | Montgomery   | 025384603         | 134,305                       | 134,305                                  |
| Caldwell        | 948113402         | 120,758                       | 120,758                                  | Moore        | 050988146         | 109,437                       | 109,437                                  |
| Carteret        | 058735804         | 87,009                        | 87,009                                   | Nash         | 050425677         | 183,500                       | 183,500                                  |
| Caswell         | 077846053         | 101,212                       | 101,212                                  | New Hanover  | 040029563         | 186,943                       | 186,943                                  |
| Catawba         | 083677138         | 192,113                       | 192,113                                  | Northampton  | 097594477         | 118,046                       | 118,046                                  |
| Chatham         | 131356607         | 100,623                       | 100,623                                  | Onslow       | 172663270         | 225,924                       | 225,924                                  |
| Cherokee        | 130705072         | 61,987                        | 61,987                                   | Orange       | 139209659         | 164,360                       | 164,360                                  |
| Clay            | 145058231         | 30,338                        | 30,338                                   | Pamlico      | 097600456         | 84,537                        | 84,537                                   |
| Cleveland       | 879924850         | 163,604                       | 163,604                                  | Pender       | 100955413         | 104,598                       | 104,598                                  |
| Columbus        | 040040016         | 168,551                       | 168,551                                  | Person       | 091563718         | 108,006                       | 108,006                                  |
| Craven          | 091564294         | 168,471                       | 168,471                                  | Pitt         | 080889694         | 214,091                       | 214,091                                  |
| Cumberland      | 123914376         | 385,842                       | 385,842                                  | Polk         | 079067930         | 53,981                        | 53,981                                   |
| Dare            | 082358631         | 52,685                        | 52,685                                   | Randolph     | 027873132         | 188,179                       | 188,179                                  |
| Davidson        | 077839744         | 206,123                       | 206,123                                  | Richmond     | 070621339         | 177,075                       | 177,075                                  |
| Davie           | 076526651         | 82,730                        | 82,730                                   | Robeson      | 082367871         | 262,971                       | 262,971                                  |
| Duplin          | 095124798         | 195,240                       | 195,240                                  | Rockingham   | 077847143         | 138,273                       | 138,273                                  |
| Durham          | 088564075         | 262,706                       | 262,706                                  | Rowan        | 074494014         | 188,843                       | 188,843                                  |
| Edgecombe       | 093125375         | 163,995                       | 163,995                                  | Sampson      | 825573975         | 199,383                       | 199,383                                  |
| Foothills       | 782359004         | 237,605                       | 237,605                                  | Scotland     | 091564146         | 164,861                       | 164,861                                  |
| Forsyth         | 105316439         | 380,910                       | 380,910                                  | Stanly       | 131060829         | 100,034                       | 100,034                                  |
| Franklin        | 084168632         | 106,892                       | 106,892                                  | Stokes       | 085442705         | 58,599                        | 58,599                                   |
| Gaston          | 071062186         | 235,245                       | 235,245                                  | Surry        | 077821858         | 145,793                       | 145,793                                  |
| Graham          | 020952383         | 70,901                        | 70,901                                   | Swain        | 146437553         | 98,306                        | 98,306                                   |
| Granville-Vance | 063347626         | 277,774                       | 277,774                                  | Toe River    | 113345201         | 182,185                       | 182,185                                  |
| Greene          | 091564591         | 164,892                       | 164,892                                  | Transylvania | 030494215         | 41,471                        | 41,471                                   |
| Guilford        | 071563613         | 473,213                       | 473,213                                  | Union        | 079051637         | 261,457                       | 261,457                                  |
| Halifax         | 014305957         | 157,660                       | 157,660                                  | Wake         | 019625961         | 937,523                       | 937,523                                  |
| Harnett         | 091565986         | 197,840                       | 197,840                                  | Warren       | 030239953         | 120,224                       | 120,224                                  |
| Haywood         | 070620232         | 67,312                        | 67,312                                   | Wayne        | 040036170         | 229,304                       | 229,304                                  |
| Henderson       | 085021470         | 114,247                       | 114,247                                  | Wilkes       | 067439950         | 124,848                       | 124,848                                  |
| Hoke            | 091563643         | 159,806                       | 159,806                                  | Wilson       | 075585695         | 181,755                       | 181,755                                  |
| Hyde            | 832526243         | 102,958                       | 102,958                                  | Yadkin       | 089910624         | 106,779                       | 106,779                                  |
| Iredell         | 074504507         | 184,783                       | 184,783                                  |              |                   |                               |  |



Addition to the  
Consent Agenda as  
Item D

C. Barger  
4/18/2022

**Rowan County Office of the Manager**

130 West Innes Street • Salisbury, NC 28144

Telephone 704-216-8180

FAX 704-216-8195

**MEMO TO COMMISSIONERS:**

**FROM:** Ann Kitalong-Will, Director of Grants Administration & Government Relations

**DATE:** 4/18/2022

**SUBJECT:** Request to pursue funding via U.S. Senate Appropriations Committee's  
Congressionally Directed Spending Request

Opportunities to support three Rowan County projects (listed below) may be available through the U.S. Senate's Fiscal Year 2023 Senate Appropriations Committee's Congressionally Directed Spending (CDS) Request process. Such requests can be made through North Carolina's U.S. Senators. The three projects proposed to request funding via the CDS process include:

- "Road and Sewer Improvements in Redrock,"
- "West End Agricultural Center," and
- "Detox Crisis Center."

It is respectfully requested that the Board of Commissioners approve staff to submit "Congressionally Directed Spending Requests" to North Carolina's United States Senators in support of the above-listed projects.

It is further requested that the Board of Commissioners approve the Chair of the Board to write to North Carolina's U.S. Senators on behalf of the Board of Commissioners regarding the Congressionally Directed Spending requests for the above-listed projects.

Attachments: Senator Richard Burr Congressionally Directed Spending Request Form; Senator Thom Tillis Congressionally Directed Spending Request Form

Equal Opportunity Employer



recycled paper





## Congressionally Directed Spending Request Form

PLEASE COMPLETE THIS ENTIRE FORM AND SUBMIT THE COMPLETED REQUEST, ALONG WITH ANY RELEVANT SUPPORTING DOCUMENTATION, BY EMAIL TO [KYLE\\_SANDERS@TILLIS.SENATE.GOV](mailto:KYLE_SANDERS@TILLIS.SENATE.GOV). ADDITIONALLY, PLEASE COORDINATE WITH RELEVANT POLICY STAFF LEADS ON SPECIFIC SUBCOMMITTEE REQUIREMENTS AND PROGRAMTIC REQUESTS. ALL CONGRESSIONALLY DIRECTED SPENDING REQUESTS ARE DUE AS SOON AS PRACTICABLE.

---

1. How does this project benefit North Carolina's:
  - a. Veterans, military members, and military spouses;
  - b. Law enforcement/first responders;
  - c. Rural communities;
  - d. Disaster prone communities;
  - e. Competitive advantage against foreign adversaries; and/or
  - f. Working families;
2. Indicate which Appropriations Subcommittee has jurisdiction over this request:
3. Specify which Subcommittee account authorizes funding for this request:
4. Illustrate any precedent for this funding request (examples of similar projects funded in prior years):
5. Project Name:
6. Recipient Name (this information will be filed publicly):
7. Recipient POC name and email address:
8. Project Purpose AND Justification:
9. Total project cost and funding amount requested (including a summary of the cost breakdown):
10. Project type:
11. Project summary:

12. Project's physical location and classification (rural, suburban, urban):
13. Provide compelling evidence of community support (i.e. support letters from elected officials) and list all public/private/tribal partners:
14. List every Congressional Member (US Senate & House) submitting this request on the applicant's behalf:
15. Disclose the funding sources (local, state, federal, private, other) pursued for this project and the amount of funding secured through those channels:
16. Demonstrate the local, regional, and state benefit(s) of this project:
17. Disclose the projected job creation associated with this request and the timeline for job creation:
18. Provide the projected return on investment for this request:
19. Describe the economic impact of this project/request:
20. Include a cost benefit analysis:
  - a. Highlight any project elements dedicated to resiliency (i.e. the project's ability to withstand adverse events such as severe weather, flooding, and other threats and vulnerabilities that can severely damage or destroy infrastructure and facilities):
21. Provide a timeline for project completion:
22. Demonstrate project readiness in terms of:
  - a. Environmental risk and permitting;
  - b. Technical feasibility and capacity; and
  - c. Funding and financial readiness (obligating funds in a reasonable time);
23. Include any innovative strategies deployed such as new technology, public-private partnerships (P3s), and novel project delivery:





# RICHARD BURR

U.S. Senator for North Carolina

## CONGRESSIONALLY DIRECTED SPENDING REQUESTS

PLEASE COMPLETE THIS FORM, SAVE AS A PDF AND SUBMIT THE REQUEST, ALONG WITH ANY RELEVANT SUPPORTING DOCUMENTATION, BY EMAIL TO [NICK\\_HALMRAST@BURR.SENATE.GOV](mailto:NICK_HALMRAST@BURR.SENATE.GOV). ADDITIONALLY, PLEASE COORDINATE WITH RELEVANT POLICY STAFF LEADS ON SPECIFIC SUBCOMMITTEE REQUIREMENTS. ALL CONGRESSIONALLY DIRECTED SPENDING REQUESTS ARE DUE NO LATER THAN APRIL 25, 2022.

PROJECT NAME:

RECIPIENT NAME:

RECIPIENT POINT OF CONTACT:

PHONE NUMBER:

EMAIL:

PROJECT LOCATION:

CONGRESSIONAL DISTRICT:

NC-

SUBCOMMITTEE/FEDERAL AGENCY FOR REQUEST:

DOLLAR AMOUNT FOR APPROPRIATIONS REQUEST:

\$

TOTAL PROJECT COST:

\$

ADDITIONAL FUNDING SOURCES PURSUED FOR THE PROJECT (LOCAL, STATE, FEDERAL, PRIVATE, OTHER):

CONGRESSIONAL MEMBERS SUBMITTING REQUEST ON APPLICANTS BEHALF:

COMMUNITY SUPPORT FOR PROJECT (PLEASE ATTACH ANY LETTERS OF SUPPORT):

PROJECT DESCRIPTION AND COMMUNITY BENEFIT:



Addition to the  
Consent Agenda as  
Item P

C. Barger  
4/18/2022



Rowan County Office of the Manager  
130 West Innes Street • Salisbury, NC 28144

Telephone 704-216-8180

FAX 704-216-8195

**MEMO TO COMMISSIONERS:**

**FROM:** Ann Kitalong-Will, Director of Grants Administration & Government Relations

**DATE:** 4/18/2022

**SUBJECT:** Authorization to request funding for Interchange Justification Report (IJR)

The "I-85 Interchange" project has been submitted to the NC Department of Transportation. This project has been scored in P6; the project will carry over to P7. To assist with receiving federal grant dollars to support this project, the County needs to conduct an Interchange Justification Report.

It is respectfully requested that the Board of Commissioners approve staff to apply for funding in the amount of \$500,000 to fund completion of an Interchange Justification Report to support the "I-85 Interchange" project pursuing federal grant dollars.

Further, it is requested that the Board of Commissioners approve the Board Chair to write a letter to Rowan County district's legislators regarding this funding request.

Dear Speaker Tim Moore and Senator Phil Berger,

I am writing to support specially directed funding from your office to support supplemental documents required to apply for federal grant money to assist in the construction of an Interstate 85 interchange project that would bring economic development and opportunity to Rowan County and the Town of East Spencer. The project, which was assigned a Transportation Program Improvement number in the NC Department of Transportation's P6 scoring, was submitted by the Rowan-Cabarrus Metropolitan Planning Organization after a feasibility study was completed in 2021.

The Rowan County Board of Commissioners are requesting \$500,000 from the North Carolina Department of Transportation to complete an interchange justification report (IJR) for the aforementioned project. This report is required by the United States Department of Transportation for the County to apply for federal competitive grants. We are hoping to receive funding for the IJR ahead of the NCDOT's P7 scoring report later this year.

The project is endorsed by the Rowan County Board of Commissioners

Sincerely,

Greg Edds  
Chair, Rowan County Board of Commissioners

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Amy-Lynn Albertson  
**DATE:** 4/11/2022  
**SUBJECT:** Cooperative Extension/ Robertson Foundation Grants

---

Rowan County Cooperative Extension applied for two grants with the Blanch and Julian Robertson Family Foundation Grant. One for \$6000.00 to purchase the equipment and a trailer for mobile poultry processing. Currently there is no where in NC where small growers can take their birds to be processed. Birds are being processed on farm under the NCDA exemption. Many farms do not own the equipment necessary for processing poultry as it is something they may do only once or twice a year. Cooperative Extension plans to rent the mobile processing unit out to area growers to provide a much needed resource in our area. The 4H program and FCS program received a \$2200 grant to purchase sewing machines, repair existing sewing machines and purchase sewing supplies for our youth summer sewing program. Cooperative Extension would like to ask the county commissioners permission to accept the grants as awarded.

**ATTACHMENTS:**

| <b>Description</b>            | <b>Upload Date</b> | <b>Type</b> |
|-------------------------------|--------------------|-------------|
| Poultry Processing Grant BJRF | 4/11/2022          | Cover Memo  |
| Sewing Grant BJRF             | 4/18/2022          | Cover Memo  |

**Mobile Poultry Processing Unit  
Grant Write-up for:  
The Robertson Family Foundation**

**Grant Request Amount: \$6,000**

**Total Project Budget: \$7,662.00**

**Grant Summary:**

To purchase a mobile processing unit for poultry growers in Rowan and the surrounding counties to be able to process their birds on-farm for retail sales. There are less than ten mobile units in NC. The two closest to Salisbury are housed in Stokes and Harnett County.

**What funds from other sources have been received or are under consideration for this project?**

NC Choices Niche Meat Working Group- Funds are TBD will be discussed and voted on March 8, 2022

**Budget:**

| <i>Item</i>                                    | <i>Quantity</i> | <i>Cost</i>       | <i>Total</i>      |
|--|-----------------|-------------------|-------------------|
| <i>featherman plucker &amp; scalding combo</i> | <i>1</i>        | <i>\$3,447.00</i> | <i>\$3,447.00</i> |
| <i>featherman kill cones &amp; stand</i>       | <i>1</i>        | <i>\$619.00</i>   | <i>\$619.00</i>   |
| <i>Food Grade Water Hoses and Nozzles</i>      | <i>4</i>        | <i>\$28</i>       | <i>\$56</i>       |
| <i>Folding Table</i>                           | <i>2</i>        | <i>\$60</i>       | <i>\$120</i>      |
| <i>Pop-up Tent</i>                             | <i>1</i>        | <i>\$130</i>      | <i>\$130</i>      |
| <i>Trailer</i>                                 | <i>1</i>        | <i>\$3290</i>     | <i>\$3290</i>     |
| <i>Total</i>                                   |                 |                   | <i>\$7,662</i>    |



Rowan County 4-H annually offers programs for youths and FCS offers programs for adults through Cooperative Extension. Since Covid began, the need for youths and adults to have skills such as gardening, cooking and sewing has increased. We now want to offer youth and adult sewing workshops.

Objective 1: To provide a hands-on opportunity for Rowan County youths and adults to learn sewing skills.

Objective 2: To gain grant funding to assess old sewing machines and to purchase new sewing machines and supplies that can be used this year and for years to come.

4-H & FCS Sewing Budget (items listed in order of importance)

Robertson Family Foundation

| Vendor                                  | Item   | Unit Cost | Quantity | Total Amount |
|---|--|-----------|----------|--------------|
| K&J Sewing & More L.L.C.<br>(Salisbury) | Husqvarna Viking H/Class E10 w/ needle threader            | \$199.00  | 4        | \$796.00     |
| K&J Sewing & More L.L.C.<br>(Salisbury) | Sewing machine needles                                     | \$5.99    | 5        | \$29.95      |
| Walmart<br>(Salisbury)                  | Thread -Various colors                                     | \$1.00    | 15       | \$15.00      |
| Walmart<br>(Salisbury)                  | Cutting Mat  | \$16.47   | 15       | \$247.05     |
| Walmart<br>(Salisbury)                  | Rotary Cutter  | \$9.26    | 15       | \$138.90     |
| Walmart<br>(Salisbury)                  | Allary Sew & Go Premium Sewing Kit w/ Caddy                | \$12.91   | 15       | \$193.65     |
| Walmart<br>(Salisbury)                  | YLSHRF Dressmaker Pencil, Sewing Marker, 12pcs/            | \$13.51   | 2        | \$27.02      |
| Walmart<br>(Salisbury)                  | Iron - Hamilton Beach Full-Size Nonstick Iron, Model 14289 | \$19.94   | 1        | \$19.94      |
| Walmart<br>(Salisbury)                  | Mainstays Deluxe Lattice Grey                              | \$9.18    | 1        | \$9.18       |

|  |                           |         |    |            |
|--|---------------------------|---------|----|------------|
|  | Ironing Board<br>Cover    |         |    |            |
| The Stitchin'<br>Magician<br>(Lexington) | Repair of old<br>machines | \$59.00 | 11 | \$649.00   |
|  |                           |         |    |            |
|  |                           |         |    |            |
| Total Cost:                              |                           |         |    | \$2,200.00 |

**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:** Valerie Steele, Airport & Transit Director  
**DATE:** 4/18/2022  
**SUBJECT:** Corporate Hangar Lease for Retail Business Solutions

---

Retail Business Solutions expressed interest in relocating to a larger corporate hangar. County staff has worked with RBS to develop a draft lease agreement.

Approve the corporate hangar lease agreement for signatures.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Lease Agreement    | 4/19/2022          | Exhibit     |
| Exhibits           | 4/19/2022          | Exhibit     |

## **NORTH CAROLINA**

### **ROWAN COUNTY**

### **CORPORATE HANGAR LEASE**

**THIS LEASE AGREEMENT** (the “Lease”) made this \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), between **ROWAN COUNTY, NORTH CAROLINA**, a body politic, party of the first part, hereinafter called the “**Lessor**”, and **RETAIL BUSINESS SERVICES, LLC**, a Delaware corporation authorized to do business in North Carolina, party of the second part, hereinafter called the “**Lessee**”, all of Rowan County, North Carolina.

### **W ITNESSETH:**

WHEREAS, Lessor is the owner of the Rowan County Airport located in Salisbury, Rowan County, North Carolina (hereinafter “Airport”); and

WHEREAS, Lessee has heretofore leased certain ground space and an aircraft hangar together with office space and related improvements (hereinafter collectively referred to as the “2012 Hangar”) from Lessor under the terms and provisions of that Lease Agreement entered into between Lessor and Delhaize America, LLC dated July 2, 2012 (the “2012 Lease Agreement”); and

WHEREAS, Lessee and Lessor desire to enter into this Lease to fully replace the 2012 Lease Agreement and the 2012 Hangar, and both parties agree that this Lease requires termination of the 2012 Lease Agreement and entering into this Lease; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained in this Lease and of the recitals stated above, the parties hereby agree as follows:

#### **1 LEASED PREMISES; LEESEE’S ACCEPTANCE OF LEASED PREMISES:**

A. Lessor does hereby lease and Lessee does hereby rent that parcel of land containing thereon a corporate aircraft hangar consisting of 15,000 square feet together with 4,200 square feet of office space (the “Hangar”), together with adequate paved parking for Lessee’s intended use, located at the Rowan County Airport and shown on “Exhibit A” (the “Leased Premises”) upon the terms and conditions herein contained.

B. In addition to the exclusive possession of the Leased Premises, Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by Lessor.

C. Lessee shall have inspected the Leased Premises and come to an agreement with Lessor of any repairs as shown on “Exhibit D” that must be completed by Lessor in a good and workmanlike manner (“Lessor’s Repairs”) within ninety (90) days after the Effective Date at Lessor’s sole expense and cost (including without limitation repair or replacement of the fire suppression system servicing the Hangar and Leased Premises, which shall be fully



operation and compliant with applicable code); such execution is Lessee's acceptance of the Leased Premises in its existing condition, except for the repairs described in this sentence. No representation, statement, or warranty, express or implied, has been made by or on behalf of the Lessor as to such condition, or as to the use that may be made of such property. In no event shall the Lessor be liable for any defect in such property or for any limitation of its use. Lessor acknowledges that Lessee shall own the improvements, which are located upon the Leased Premises and such shall be taxed as such.

D. Lessee shall have the right from time to time to make non-structural modifications to the interior of the Leased Premises without obtaining Lessor's consent provided that such modifications shall: (i) be undertaken at Lessee's sole cost and expense, (ii) be completed in accordance with applicable laws and regulations, and (iii) be constructed in a good and workmanlike manner, and (iv) Lessee provides all plans and designs to Lessor. Lessor shall cooperate (at no material cost to Lessor) with any applications for permits or approvals necessary for any such modifications. Lessee shall submit all other proposed modifications to the Leased Premises for Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed. If Lessor shall not respond within thirty (30) days, such submission shall be deemed approved.

- 2 **TERM:** The term of this lease shall commence on the Rent Commencement Date and shall be for an Initial Term of TEN (10) YEARS. Upon identification of the Rent Commencement Date, Lessor and Lessee shall execute a memorandum of such date that will further identify the expiration date of the Initial Term. Lessee shall have FOUR (4) options to extend the Initial Term each for FIVE (5) YEARS (each an "Option Period" and collectively, "Option Periods") at its sole discretion provided Lessee is not in default hereunder. In the event Lessee provides notice to Lessor that it shall cease its flight operations at Mid Carolina Regional Airport at any time during the Initial Term or any Option Period, this Lease shall automatically terminate on the date provided by Lessee without penalty or additional expense to Lessee except the obligation of continuing Rent through the date the Leased Premises are vacated; provided, however, Lessee shall have a reasonable amount of time (which shall be not less than sixty (60) days after Lessee's delivery of notice of its election to cease its flight operations at Mid Carolina Regional Airport) to vacate the Leased Premises, remove its personal property, and return the same in good condition to Lessor.
- 3 **RENTAL:** The rent due under this Lease (the "Rent") shall be paid to Lessor at the address provided in Section 16 below (or such other address sent to Lessee in writing not less than sixty (60) days prior to the proposed change of address date) in equal monthly installments due on the fifth (5<sup>th</sup>) day of each month. The obligation to pay Rent shall commence upon the date that is the last to occur of the following (the "Rent Commencement Date"): (i) the date Lessor delivers the Leased Premises with all of Lessor's work required herein completed, including exclusive parking space delivery described in paragraph 5.A., (ii) the date Lessee takes possession and commences operation within the Leased Premises. Rent shall be payable in the amounts as follows:

| Term            | Rent         | Monthly Installment |
|-----------------|--------------|---------------------|
| Initial Term    | \$134,000.00 | \$11,166.67         |
|                 |              |                     |
| Option Period 1 | \$147,400.00 | \$12,283.33         |
| Option Period 2 | \$162,140.00 | \$13,511.67         |

|                 |              |             |
|-----------------|--------------|-------------|
| Option Period 3 | \$178,354.00 | \$14,862.83 |
| Option Period 4 | \$196,189.40 | \$16,349.12 |

Notwithstanding the foregoing, Lessor shall provide up to and not exceeding a One Hundred Thousand and 00/100 Dollar (\$100,000.00) Grant to be applied towards Rent provided that Lessee acquires new taxable Business Personal Property (BPP) that increases Lessee's taxable BPP located at the airport during the Initial Term. Lessee shall be entitled to an Annual Grant equal to the amount of the increase in its tax payment, the same being calculated as the difference between the prior year tax payment for BPP located at the airport and the new amount owed during the Grant Year for BPP located at the airport (the "Grant Amount"). This Grant Amount shall be prorated over the monthly payments during the Grant Year. In the event such Grant Amount in any Grant Year is less than the maximum allowable herein, Lessee may apply in subsequent years during the Initial Term to the extent Lessee has added taxable BPP at the airport. This Grant shall expire at the end of the Initial Term.

#### **4 LESSEE OBLIGATIONS:**

- A. Lessee shall pay fuel flowage rates as additional rent as follows:
  - a. \$.20/gallon for 0-149,999 gallons;
  - b. \$.15/gallon for 150,000-199,999 gallons; and
  - c. \$.10/gallon for all fuel purchased above 200,000 gallons.
- B. Lessee shall be responsible for maintenance and repair of the interior of the Hangar, including utility lines to the surface of the slab or interior of exterior walls; all other maintenance and repairs for the Hangar and Leased Premises, including fire suppression system testing, monitoring and repairs, shall be the obligation of Lessor.
- C. The 2012 Lease Agreement shall remain effective on its current terms until thirty (30) days after Lessee shall have taken possession of the Leased Premises under this Lease (provided all rents and any other sums due under the 2012 Lease Agreement shall terminate upon the Effective Date), whereupon the 2012 Lease Agreement shall terminate automatically and the parties hereto shall promptly execute any document needed to memorialize such termination; but in any event, Lessee shall have access to its current fuel farm and hangar for so long as reasonably necessary to transition to the new Hangar and Leased Premises. For avoidance of doubt, Lessee shall at no time be liable for any rent or other such sums under both the 2012 Lease Agreement and this Lease.
- D. In the event Lessee elects to remove its fuel farm from the 2012 Hangar, Lessee shall be responsible for decommissioning such fuel farm within a reasonable time period, including all costs related to such and shall indemnify Lessor from any liability associated with environmental issues directly caused by Lessee relating to such fuel farm, if any. In any event, if Lessee continues to use the existing fuel farm, at the end of this Lease, Lessee shall remain responsible for its removal consistent with the terms herein.
- E. Lessee shall have the right to move its current switching gear from its current leased area at the 2012 Hangar to the Leased Premises, where it shall be installed.
- F. Lessee shall have the right, but not obligation, to remove from its current leased area at the 2012 Hangar all Lessee-owned business equipment and personal property, including FFE, tools, dehumidifier, compressor, drill press, ice machine, and commercial refrigerator and relocate such equipment and property to the Leased Premises, where it shall be installed.

#### **5 LESSOR OBLIGATIONS:**

- A. Consistent with the site plans shown in Exhibit B, Lessor shall construct in a good and workmanlike manner and deliver twenty (20) vehicular parking spaces adjacent to the Leased Premises in addition to the existing eighteen (18) spaces. Such parking spaces shall be constructed (including signage and striping) in accordance with all applicable statutes, laws, ordinances, codes and regulations and shall clearly be marked for exclusive use of Lessee. Lessee shall have the right to enforce the exclusive use of such parking spaces. In addition to such exclusive parking spaces, Lessor shall construct in a good and workmanlike manner and deliver an additional twenty (20) vehicular parking spaces for non-exclusive use by Lessee.
- B. Lessor shall purchase and install, subject to specifications acceptable to Lessee, a new generator not to exceed \$135,650.00 and ceiling fan(s) not to exceed \$20,000.00, both comparable to the generator and fan currently being used in Lessee's hangar subject to the 2012 Lease Agreement. By signing this Lease Agreement, Lessee confirms its acceptance of the specifications of the new generator and fan(s).
- C. Lessor shall be responsible for all landscaping maintenance, mowing any grassy areas on the Leased Premises, and for maintaining the Leased Premises in a state of cleanliness and neatness at all times.
- D. Lessor shall complete the repairs described in Section 1.C., above, and shall further be responsible for all structural repairs, maintenance and replacement, if needed, of the buildings constructed or located on the Leased Premises, including the roof, and all utility lines serving the Leased Premises up to connection points with the Hangar. Furthermore, Lessor shall be responsible for maintenance and repair with regard to navigational aids, such as runway lights, rotating beacons, and parking lights; paved surfaces not located on the Leased Premises; and any other common areas or facilities located at the Airport which are not leased to another party.
- E. Lessor shall be responsible for snow and ice removal on ramp and runway within such time as may be practicable and reasonable under the circumstances of the weather event and availability of employees or contractors to perform said removal work.

**6 FUEL FARM:**

Lessee shall have the right from time-to-time to locate, install, maintain, repair, replace and remove a fuel farm (of design and capacity in Lessee's sole discretion) either (i) on the Leased Premises, or (ii) within an area on the Airport property mutually agreeable between Lessor and Lessee for which Lessee shall not be charged additional rents or other fees (understanding that Lessor may be limited in areas for consideration based on the current Airport Master Plan) for the purpose of supplying jet fuel to aircraft. For avoidance of doubt, any such fuel in fuel farm(s) operated and controlled by Lessee shall only be used for aircraft owned and operated by Lessee and the same may not be sold or used for any other aircraft.

**7 DEFAULT:**

- A. Lessee Default. Any installment of Rent remaining overdue and unpaid for fifteen (15) days, as well as any failure to comply with the terms and conditions of this Agreement, shall constitute a default. Lessor shall give written Notice of Default to Lessee and Lessee shall thereafter have thirty (30) days to cure any monetary default. Lessee shall have sixty (60) days to cure any non-monetary default, subject to the same notice provisions contained herein, provided that if Lessee

shall begin to cure any such non-monetary default within the aforesaid cure period, but such default cannot reasonably be cured within such cure period, Lessee shall have the right to continue to diligently work toward such cure until completed without interference or action by Lessor.

- B. Lessor's Remedies. Upon Lessee's default and failure to cure in accordance with this section, Lessor shall have the right to re-enter the Leased Premises by judicial proceeding, expel Lessee and remove all property from the Leased Premises, and relet the Leased Premises at the best possible rent obtainable and receive the rent therefrom on Lessee's account (such rent to be net of all reasonable costs and expenses incurred by Lessor in its efforts to relet the Leased Premises, exclusive of up-fitting and/or renovation costs). In no event shall Lessee be responsible for consequential damages, including without limitation loss of value to the Airport.
- Notwithstanding anything to the contrary, Lessor expressly waives its right to forcibly dispossess Lessee from the Leased Premises whether peaceably or otherwise, without judicial process, such that Lessor shall not be entitled to any commercial lockout or any other provisions of applicable Laws which permit landlords to dispossess tenants from commercial properties without the benefit of judicial review. Also, notwithstanding anything to the contrary, Lessor shall in no event have any right to accelerate the Rent or any other charges payable by Lessee hereunder. In the case of Lessee's default, Lessor shall have the right to perform any unperformed obligation of Lessee, and all reasonable costs and expenses so incurred by Lessor, including reasonable attorneys' fees, shall be due and payable by Lessee to Lessor upon demand with interest at the Default Rate.
- C. Lessor Default. Lessor shall be in default hereunder if Lessor (i) fails to perform or observe any covenant, warranty, condition, obligation or agreement in this Lease to be performed or observed by Lessor or any person or entity directly or indirectly under the control of, or responsible to, Lessor, or (ii) fails to pay any charge that becomes a lien upon the Leased Premises, and if Lessor fails to cure such default within fifteen (15) days after written Notice of Default from Lessee specifying the default or in case of a default or contingency which cannot with due diligence be remedied within said thirty (30) day period, if Lessor fails to proceed within said thirty (30) day period to commence to remedy the same and thereafter to complete the remedying of such default diligently in good faith within sixty (60) days .
- D. Lessee's Remedies. Upon Lessor's default and failure to cure in accordance with this section, Lessee shall have the right, without waiving any claim for damages or injunctive relief, at any time thereafter to (i) terminate this Lease, and all obligations of Lessee thereunder shall thereupon cease, or (ii) cure such default for the account of Lessor, and any amount paid or any contractual liability incurred by Lessee in so doing shall be deemed paid or incurred for the account of Lessor, and Lessor shall reimburse Lessee therefor. Notwithstanding the foregoing, Lessee may cure any such default as aforesaid prior to the expiration of said waiting period, but after notice to Lessor, so long as the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or (for example, in the instance of the removal of snow and ice) the continued operation in the usual manner of Lessee's operations therein, or the use by Lessee's employees, suppliers and customers of the Leased Premises or Airport, or to prevent injury or damage to persons or property.

- 8 **INSURANCE:** Lessor shall, at its own expense, at all times maintain a policy of fire and extended coverage insurance on the Hangar structure for replacement value. Lessor shall not, to the extent other hangar owners or lessees and aircraft owners are required to maintain similar insurance coverage policies, be liable for any damage to Lessee's aircraft, fixtures, equipment or other contents of the Hangar or office space, except damage caused by the negligence or intentional acts of Lessor, officers, directors, agents and employees.



Accordingly, the Lessee shall, at its own expense, at all times maintain (1) a policy of insurance covering damage to its aircraft, Business Personal Property, furniture, fixtures and equipment and that of its sub-lessees, and (2) a policy of general liability insurance that includes the indemnity provisions of Paragraph 12 below and names the Lessor, Rowan County, as an additional insured against liability for injury to or the death of any person or loss or property damage occurring on or about the demised premises, which insurance shall be in an amount of not less than Three Million and no/100 Dollars (\$3,000,000.00), combined, single limit for bodily injury and property damage and Two Million and no/100 Dollars (\$2,000,000.00 property damage. Lessee agrees to provide proof of such coverage in the form of a Declaration of Coverage Page acceptable to Lessor.

The insurance required hereinabove may be satisfied by blanket policies covering the Subject Property and other premises owned or leased by Lessee, with Lessee's usual deductibles and/or retentions. Notwithstanding anything to the contrary contained herein, Lessee may self-insure for all or any part of the required insurance if Lessee's net worth (or that of Lessee's parent company) as shown on its most recently published financial statement, or as certified by its chief financial officer, shall not be less than One Hundred Million Dollars (\$100,000,000.00) and may, in any event, carry policies subject to deductibles and/or retentions that are customary in the insurance industry at the time of issuance, Lessee remaining liable, however, for the deductible and/or retention amounts.

- 9 **SIGNAGE AND EXTERIOR APPEARANCE:** The Lessee shall be permitted to place its sign upon the exterior portion of the Hangar or Leased Premises, however, the size, manner and installation shall be subject to applicable local zoning ordinances and related sign ordinances. All signage shall comply with any local zoning and/or signage ordinance; however, in no event shall the size of the sign exceed the maximum standards allowable. The Lessee shall at all times maintain the appearance of the aircraft hangar and grounds in good condition. Lessee shall have the right to make any necessary improvements or renovations to the Hangar; provided, such plans must be approved in writing by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

10 **USE OF LEASED PREMISES:**

- A. The Hangar and related enclosed space, located upon the Leased Premises, shall be used as an office, for meetings, hangar for aircraft, and vehicular parking.
- B. Hangars are to be used primarily for aircraft storage, including the use for an aircraft related activity, such as but not limited to repair on an aircraft owned or leased by the undersigned party to this Lease.
- C. Any manufacturing activity contemplated herein shall not interfere with the reasonable use of other hangars as to noise, odor or traffic, and shall not involve the storage of flammable substances or liquids unless approved as to type and container by Lessor.

- 11 **TAXES:** The Hangar which is the subject to this Lease is in all respects exempt from ad valorem taxes. The Lessee shall list and pay all taxes levied upon all personal and business property located within the confines of the Hangar itself.

- 12 **RIGHT OF INSPECTION:** Upon not less than five (5) business days prior written notice, Rowan County shall have the unqualified right to make routine inspections of the Hangar, interior and/or exterior, in order to ensure compliance with this Lease or to perform maintenance and such repairs as

may be required.

- 13 **SUBLEASE AND ASSIGNMENT:** Subject to providing written notice to Lessor at least thirty (30) days prior to the assignment or sublease, Lessee shall have the right at any time during the Initial Term or exercised Option Period to assign this Lease or sublease the Leased Premises in whole or in part to a wholly-owned subsidiary or third party contracted to manage Lessee's aircraft (an "Affiliate of Lessee"); provided Lessee shall remain secondarily liable for the payment of Rent and other charges due and payable under this Lease. Any act required to be performed by Lessee pursuant to the terms of this Lease may be performed by any such subtenant or assignee of Lessee, and the performance of such act by a subtenant or assignee shall be accepted as Lessee's act by Landlord. For avoidance of doubt, and consistent with Lessor's FAA Grant Assurances, Lessee may not sublease space to third party aircraft, for daily rates or otherwise.
- 14 **SUBORDINATION:** This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been made or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Provided, however, and for avoidance of doubt, Lessee's quiet enjoyment of the rights granted hereunder shall not be disturbed so long as Lessee is not in default hereunder beyond any applicable cure period.
- 15 **EXCULPATORY PROVISIONS:** The Lessor shall not be responsible or liable to the Lessee for any injury or damage resulting from acts or omissions of persons within or occupying the Hangar, except for the negligence, intentional acts or reckless disregard of Lessor, its officers, directors, agents and employees.
- 16 **INDEMNITY:**
- A. The Lessee shall indemnify the Lessor against all liabilities, expenses, including reasonable attorneys' fees, and fees incurred by the Lessor as a result of (a) failure by the Lessee to perform any covenant required to be performed by the Lessee hereunder; (b) any accident, injury, or damage caused by an act or omission of Lessee, its agents, subtenants or employees, and occurrences which shall happen within the Hangar resulting from the condition, interior maintenance, or operation of the Leased Premises; (c) failure to comply with any requirements or any governmental authority, and, (d) any mechanic's lien, or security agreement, or any materials used in the construction or alteration of any building or improvement thereon.
  - B. Lessor shall indemnify Lessee against all liabilities, expenses, including reasonable attorneys' fees, and fees incurred by Lessee as a result of (a) failure by Lessor to perform any covenant required to be performed by the Lessor hereunder; (b) any accident, injury, or damage caused by an act or omission of Lessor, its agents, subtenants or employees, and occurrences which shall happen in or about the Leased Premises or Airport (excluding those occurring inside the Hangar) resulting from the condition, interior maintenance, or operation thereof; (c) failure to comply with any requirements or any governmental authority, and, (d) any mechanic's lien, or security agreement, or any materials used in the construction or alteration of any building or

improvement thereon.

- 17 **WAIVER OF SUBROGATION; RELEASE:** Lessor and Lessee each hereby releases the other and its officers, directors, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or other peril of the type generally covered by special form (all risk) property insurance policies, whether or not the releasor actually carries such insurance coverage and even if such fire or other peril shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Such releases shall apply whether or not the applicable property insurance policy contains a clause or endorsement to the effect that the release will not adversely affect or impair the policy or prejudice the right of the insured to recover under the policy.
- 18 **NOTICE:** Notice shall be given by certified mail, return receipt requested, to the individual and to the address provided by the parties.

**LESSEE:**

Retail Business Services, LLC  
1385 Hancock Street  
Quincy, MA 02169  
ATTN: V.P. Leasing and Asset Management

with simultaneous copy under separate cover to:

Retail Business Services, LLC  
1385 Hancock Street  
Quincy, MA 02169  
ATTN: V.P. Real Estate Legal Department

**LESSOR:**

Rowan County, North Carolina  
ATTN: County Manager  
130 West Innes Street Salisbury,  
North Carolina 28144

- 19 **RECORDING:** This Lease or memorandum thereof shall be recorded in the Rowan County Register of Deeds Office. Each party shall cooperate with the execution and recording of the foregoing.
- 20 **HAZARDOUS MATERIALS:**

A. Lessor represents that, to the best of Lessor's knowledge and belief, the Leased Premises does not contain any Hazardous Materials. Lessor shall, at its sole cost and expense, promptly take all Corrective Actions (as herein defined) necessary to comply with all present and

future laws, rules, ordinances or regulations of any governmental authority having jurisdiction over the Leased Premises with respect to the presence or removal of Hazardous Materials present in the Premises other than as a result of the acts or omissions of Lessee, its employees, agents or contractors. As used herein, the term “Hazardous Materials” shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required as of the date of this Lease or the use of which is restricted, prohibited or penalized by any federal, state or local laws, ordinances or other statutes of a governmental or quasi-governmental authority, relating to pollution or protection of the environment and in affect as of the date this Lease. “Corrective Actions” include, without limitation, the investigation of the environmental condition, the preparation and delivery of any notices, studies, or reports, and the performance of any cleanup, disposal, removal, remedial, or restoration work.

B. To the extent Lessee exercises its rights under Section 4(C) above to install a new fuel farm or continues to maintain the current fuel farm:

1. The following terms shall have the following respective definitions:

“Hazardous Substances” shall mean any waste, substance, or material (a) identified in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time (hereinafter called “CERCLA”), or (b) determined to be hazardous, toxic, a pollutant, or a contaminant, under federal, state, or local statute, law, ordinance, rule, regulation, or judicial or administrative order or decision, as the same may be amended from time to time.

“Environmental Law” shall mean any law, rule, regulation, or ordinance relating to public health, pollution, or protection of the environment.

“Permitted Materials” shall mean materials used in ordinary course of the operation of Lessee’s business on the Subject Property, including aviation fuel contained in an above-ground fuel tank approved y Lessor.

“MSDS” shall mean a material safety data sheet issued by the producer or manufacturer of any Hazardous Substances, including Permitted Materials.

2. Lessee specifically covenants and agrees that: (a) no activities or operations will be conducted on the Subject Property that will produce any Hazardous Substances, except for such activities or operations as are authorized under 4(C) of this Agreement and are part of the ordinary course of Lessee’s business on the Subject Property, provided that such activities or operations are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Lessor; (b) the Subject Property will not be used in any manner for the storage of Hazardous Substances except for the temporary storage of Permitted Materials, provided such Permitted Materials are properly stored in a manner and location satisfying all Environmental Laws, and provided further that such storage has been approved in advance in writing by Lessor; (c) Lessee shall not install any underground storage tanks of any type; (d) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; and (e) Lessee shall not permit any Hazardous Substances to be brought onto the Subject Property, except for Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed by Lessee, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.



3. Lessee further covenants and agrees, at its sole cost and expense, to indemnify and save the Lessor harmless from and against any and all claims, demands, actions, proceedings, defenses, liabilities, judgments, costs, expenses, damages, losses, penalties, and obligations of any kind or nature whatsoever (including, without limitation, attorney's fees and expert's fees) which may at any time be imposed upon, incurred by, or asserted or awarded against Lessor, arising from or out of any storage or release of Hazardous Substances on, in, under, or affecting the Subject Property, or the prior Leased area where Lessee has maintained an above-ground fuel tank, or any part thereof or any violation of Environmental Law by Lessee, its agents, employees, contractors, licensees, successors, assigns, or other person or entity acting at the direction or with the consent of Lessee. This indemnity shall survive the expiration or earlier termination of this Agreement.

Lessee further covenants and agrees at Lessee's sole cost to remove all Permitted Materials from the Subject Property, and, if not sooner removed, the prior leased area where Lessee has maintained an above-ground fuel tank, prior to the termination or expiration of this Agreement.

Lessee further covenants and agrees to maintain on Subject Property a list of all materials stored thereon, including the prior leased area fuel tank, for which an MSDS was issued, together with copies of the MSDSs for such materials, and shall deliver such list and MSDS copies to Lessor upon Lessor's request therefore.

21 **QUIET ENJOYMENT:** So long as Lessee observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Provided, however, that in the event Lessor shall sell or otherwise transfer its interest in the Premises, Lessee agrees to attorn to any new owner or interest holder and shall, if requested by Lessor, execute a separate agreement reflecting such attornment, provided that said agreement requires the new owner or interest holder to recognize its obligations and Lessee's rights hereunder.

22 **AIRPORT RULES AND REGULATIONS:** Tenant shall abide by the attached Exhibit C rules and regulations of Rowan County Airport, and as the same may be amended from time to time. Further, Lessee shall abide by rules and regulations promulgated by the FAA or any other governmental agency having jurisdiction within the Airport. Lessor warrants the rules and regulations attached hereto as Exhibit B are a true and correct copy of all such rules. Any violation of such rules or regulations shall be deemed a material breach of this Lease and this Lease shall be immediately terminated subject to the provisions contained herein regarding termination, rights and obligations of the parties.

23 **UTILITIES:** Lessee shall be responsible for its own utilities, including, electrical, water, sewer, and gas.

24 **GOVERNING LAW AND ENTIRE AGREEMENT:** This Lease shall be governed by the laws of the State of North Carolina, and the provisions contained herein represent the entire agreement between the parties. Any modification of such provisions shall be in writing and executed by the parties hereto.

25 **CORPORATE APPROVALS: RELATIONSHIP:** By signing below, each the Lessor and Lessee

hereby represent that they have followed their corporate bylaws, operating agreement or statutory process for approving this Lease Agreement, and that the signature of its officer has been duly approved as the act of the Lessee and Lessor. Lessor and Lessee acknowledge and agree that their relationship hereunder is solely a landlord-tenant relationship.

{Signature Page Follows}

**IN TESTIMONY WHEREOF**, said parties have executed this contract in duplicate originals, one of which is retained by each of ft parties.

**LESSOR:**

**Rowan County, North Carolina, a body politic**

**By:**

\_\_\_\_\_(SEAL)  
**Chairman of the Board of Commissioners**

**ATTEST:**

**By:**\_\_\_\_\_  
**Clerk to the Board**

**Reviewed as to form:**

\_\_\_\_\_  
**Rowan County Attorney**

**LESSEE:**

**Retail Business Services, LLC**

**BY:**

\_\_\_\_\_, (SEAL)  
**Its: Manager/Member**

**EXHIBIT A**

**LEASED AREA**

**Need Exhibit showing building and  
parking**



**EXHIBIT B**

**PARKING SPACE DEPICTION**

## **EXHIBIT C**

### **RULES AND REGULATIONS**

**EXHIBIT D**

**LESSOR'S REPAIRS**

EXHIBIT A

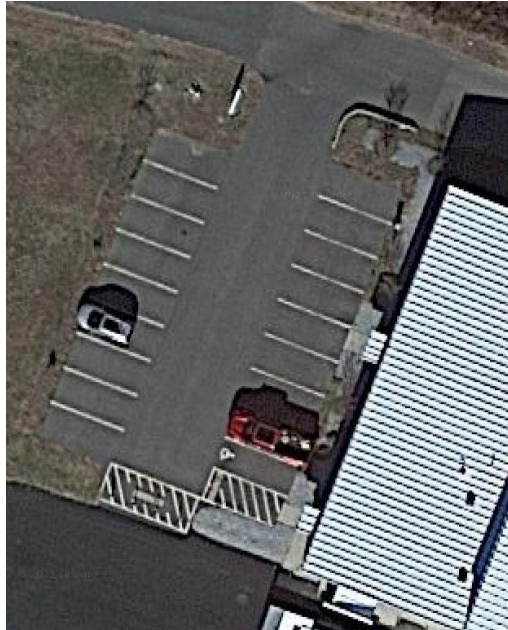




## EXHIBIT B

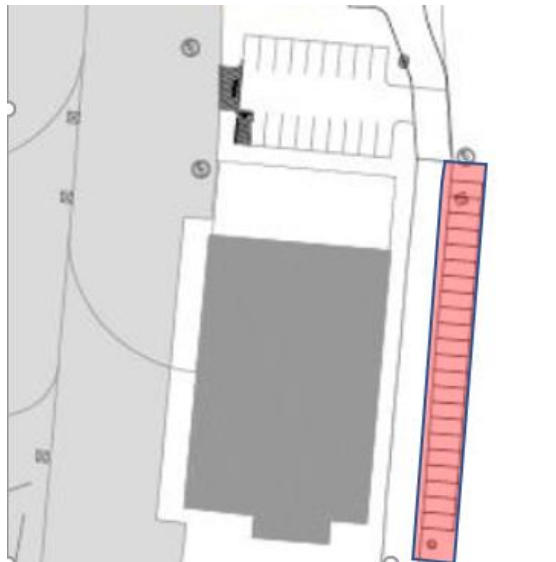
### Current Adjacent Parking (Exclusive)

18 marked spots



### Planned Additional Adjacent Parking (Exclusive)

20+ marked spots



Planned Additional Shared Parking (Not Exclusive)

20+ marked spots

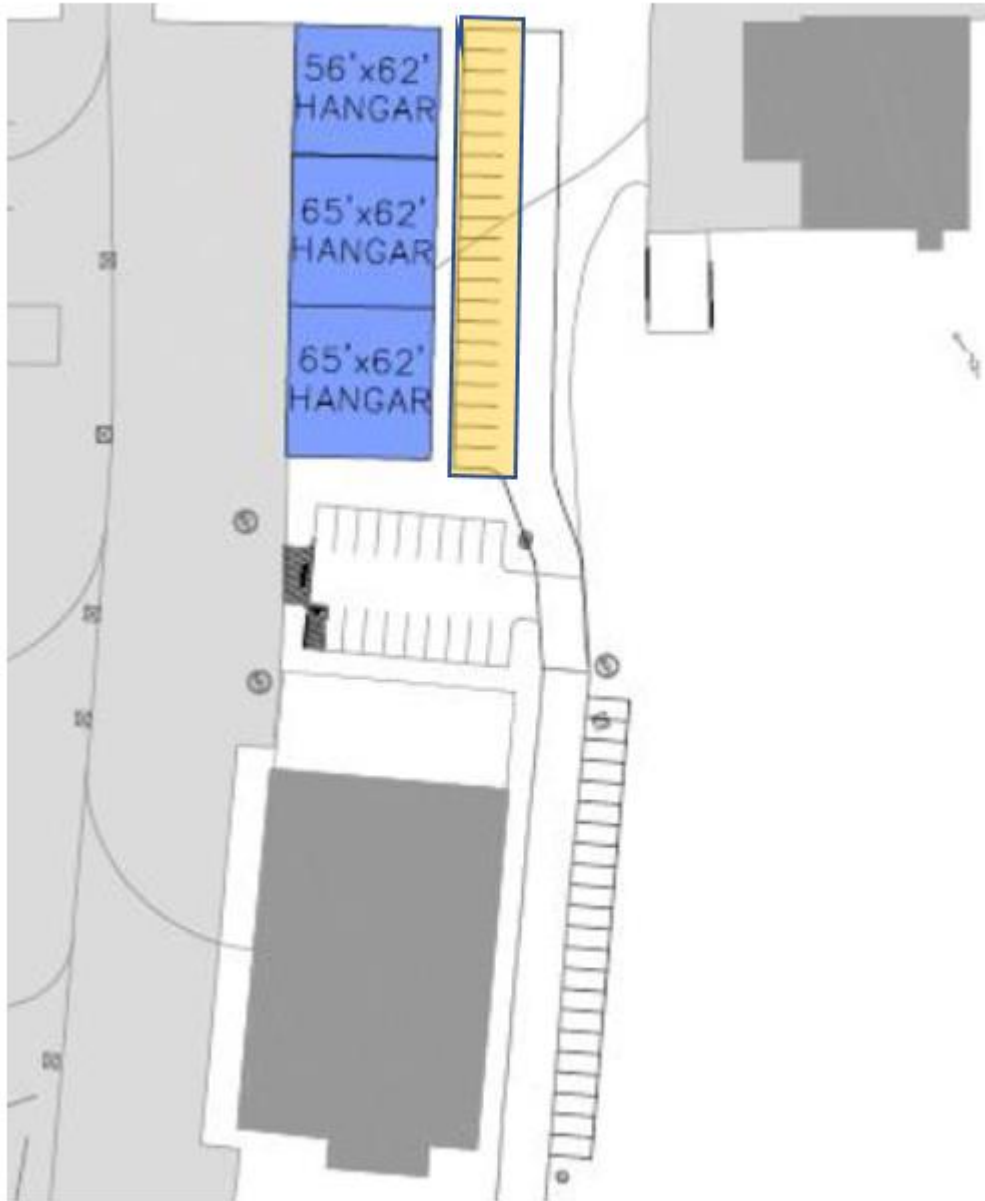
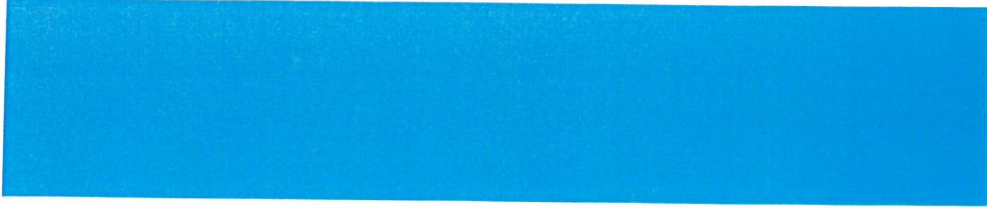
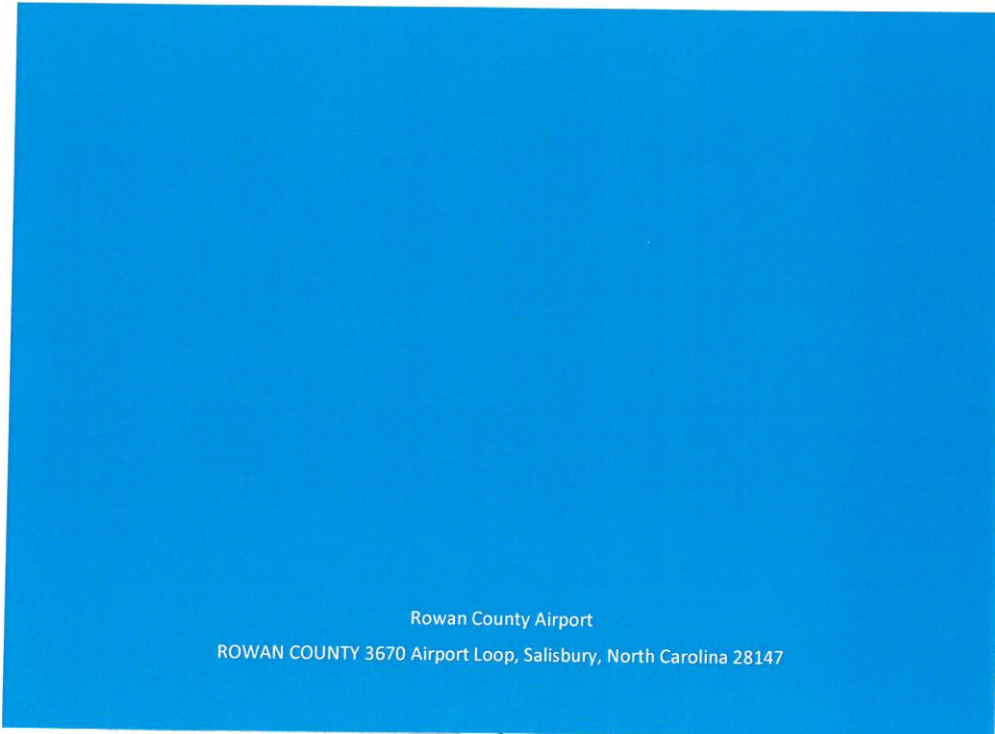


EXHIBIT C

Airport Minimum Standards and Requirements



ROWAN COUNTY AIRPORT  
MINIMUM STANDARDS AND REQUIREMENTS



Rowan County Airport  
ROWAN COUNTY 3670 Airport Loop, Salisbury, North Carolina 28147

## **I. INTRODUCTION**

The County of Rowan (hereinafter referred to as the "County"), as owner and Sponsor of the Rowan County Airport (hereinafter known as "Airport"), being responsible for all aspects of the administration of this public, general aviation facility, and in order to foster, encourage and ensure the economic growth and orderly development of aviation and related aeronautical activities and facilities for the users of the Airport, has established certain standards and requirements as provided in this section.

The following sections set forth the Minimum Standards and Requirements (hereinafter referred to as "Minimum Standards" for a person or persons, partnership, company, trust or corporation engaging in one or more activities and/or operations at the Airport. These Minimum Standards are not intended to be all- inclusive as Airport users will be subject additionally to applicable federal, state and local laws, codes and ordinances and other similar regulatory measures, including the most recent version of the Airport Rules and Regulations pertaining to all such activities.

Throughout the Minimum Standards, Commercial and Non-Commercial Aviation Operators, person or persons, partnership, company, trust or corporation may be referred to interchangeably as "Operator" or Person"

These Minimum Standards are also designed to comply with F.A.A. Advisory Circular 150/5190-7 MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES dated 8/28/06 when applicable.

A written agreement, properly executed by the County and the Operator is a prerequisite to tenancy on the Airport. Additionally, both the written agreement and tenancy are prerequisites to the commencement thereon of any of the commercial aeronautical services and activities operations herein contained and specified. All contract provisions, however, must be compatible with the Minimum Standards herein contained and will not change or modify the standards and requirements themselves. These Minimum Standards and Requirements shall be included in whole, in part or by reference as part of all leases between the County and any Person desiring to be based on the Airport or engage in any commercial aeronautical services and activities. Information relative to rentals, fees and charges applicable to the aeronautical services included herein will be made available to the prospective commercial operator by the official representative of the County at the time of application or during the contract negotiations.

These Minimum Standards shall apply to anyone who enters the Airport Property, conducts a commercial or non-commercial operation at the Airport, and are consistent with the approved Airport Layout Plan (ALP). Entry upon or into the Airport by any person shall constitute an agreement by such person to comply with these Minimum Standards. These Minimum Standards may be supplemented and amended by the County from time to time and in such manner and to such extent as is deemed proper.

## II. DEFINITIONS

AERONAUTICAL ACTIVITY - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. It includes, but is not limited to:

- Air taxi and charter operations.
- Scheduled or nonscheduled air carrier services
- Pilot training
- Aircraft rental and sightseeing
- Aerial photography
- Crop dusting
- Aerial advertising and surveying
- Aircraft sales and service
- Aircraft storage
- Sale of aviation petroleum products
- Repair and maintenance of aircraft
- Sale of aircraft parts
- Parachute activities
- Ultralight activities
- Sport pilot activities
- Military flight operations

Whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that because of their direct relationship to the operation of aircraft can appropriately be regarded as an "Aeronautical Activity".

AIRPORT LAYOUT PLAN - The plan of the Airport showing the layout of existing and proposed airport facilities.

AIRPORT DIRECTOR - the duly appointed person responsible to the county manager for the overall operation and development of the airport, or the director's designated representative.

COMMERCIAL AVIATION OPERATOR - A Commercial Aviation Operator is defined as a person engaging in an activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished.

COMMERCIAL HANGAR OPERATOR - A Commercial Hangar Operator is an entity that develops, constructs, and/or owns one or more hangar structures for the primary purpose of storing aircraft used for Commercial purposes only.

COUNTY- The County of Rowan.

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INDEPENDENT OPERATOR - A commercial operator offering a single aeronautical service without an established place of business on the airport. Rowan County may or may not allow this type of servicing to exist on the airport.

MINIMUM STANDARDS - The qualifications that are established by Rowan County as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport.

NON-AVIATION SERVICES OPERATOR - An operator located on the airport that engages in non-aeronautical activities such as a restaurant, gift shop, or other retail establishment. Such an operator may not engage in any of the activities covered by a SASO agreement.

NON-COMMERCIAL HANGAR OPERATOR - A Non-Commercial Hangar Operator is an entity that develops, constructs, and/or owns one or more hangar structures for the primary purpose of storing aircraft used for Non-Commercial purposes only.

RAMP/APRON - an area on the Airport or intended to accommodate aircraft for the purposes of parking, loading and unloading passengers or cargo, refueling, or maintenance.

SPECIALIZED AVIATION SERVICE OPERATOR (SASO) Also known as a Limited FBO agreement- An aeronautical business that offers a single or limited service. Examples of these specialized services may include aircraft flight training, airframe and powerplant repair/maintenance, aircraft charter, air taxi or air ambulance, aircraft sales, avionics, instrument or propeller services, or other specialized commercial flight support business. For example, with approval from the County, a Specialized Aviation Service Operator may offer one or more of the following activities:

- Aircraft Service and Repair as defined in 14 CFR Part 43
  - Rental or Flight Instruction subject to required certification
  - Aircraft Charter or Aircraft Management as defined in 14 CFR Part 135 or Part 125
  - Aircraft Sales
  - Specialized Commercial Aeronautical Services
  - Aircraft Hangar Storage
-

### **III. COMMERCIAL OPERATIONS**

#### **A. STATEMENT OF POLICY FOR COMMERCIAL OPERATORS**

The Minimum Standards identifies qualifications established by the County as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity at the Rowan County Airport. The purpose of the Minimum Standards is to provide a fair and reasonable opportunity, without unlawful discrimination, to all applicants to qualify, or otherwise compete to occupy available airport land and/or improvements and engage in authorized aeronautical activities at an airport. The minimum standards provide consistent threshold requirements to promote "fair competition" among operators. Proposals meeting the Minimum Standards and Requirements as established by the County and set forth herein for Commercial Aeronautical Services and Activities at the Airport will be presented to the County for approval.

In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum." All Operators will be encouraged to exceed the "minimums". No Operators will be allowed to operate or provide services less than the "minimums" without prior approval from the County. These "minimums" are established herein as a means of governing for the public the quality and level of services that are offered to the public in connection with the conduct of particular aeronautical activity on the Airport. Another purpose of these standards is to ensure, in the public interest, the safe conduct of all aeronautical activities at this Airport.

These standards shall also educate and inform prospective operators as to the business environment, planned activity for the future, and contractual requirements of the County. Contingent upon its qualifications, in meeting the established Minimum Standards with the County and the payment of the prescribed rentals, fees and charges, the Operator shall have the right and privilege of conducting the activity or activities specified by written contract with the County. The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator any exclusive right of use of the premises and facilities and the Airport other than those premises that may be leased exclusively to it, and then only to the extent provided in the written contract. The County reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state and local laws, ordinances, codes, minimum standards and other regulatory measures pertaining to such use. The County further reserves the right to designate the specific Airport areas in which the individual, or a combination of, aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

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#### B. PROPRIETARY EXCLUSIVE ACTIVITIES

As provided for in FAA Airport Compliance Order 5190.6B, Rowan County has exercised its proprietary right to provide certain aeronautical activities exclusively, including FBO services such as aircraft fueling, aircraft servicing, and property management.

- a. AIRCRAFT FUELING - Rowan County shall be the sole commercial purveyor of aviation petroleum products at the Rowan County Airport.
- b. AIRCRAFT SERVICING - Rowan County shall be the sole provider of aircraft servicing to the public which shall include, but is not limited to, parking, securing, loading and unloading, crew and passenger lounge facilities, fluid level servicing, aircraft towing, and other such services that are commonly associated with aircraft arrivals and departures.

Aircraft self-servicing, like self-fueling, may also be accomplished by an aircraft owner provided such servicing is accomplished by the aircraft owner, his employees, or the exclusive lessee of an aircraft, using resources supplied by the aircraft owner and provided such operations are conducted in accordance with established regulations of the Rowan County Board of Commissioners. A co-op (an organization formed by several aircraft owners for the purpose of self-fueling) is prohibited from engaging in self-fueling operations.

- c. PROPERTY MANAGEMENT - Rowan County shall be the sole lessor of airport property and facilities for aeronautical activities at the Rowan County Airport, unless otherwise permitted in a contractual agreement.
-

### C. AIRPORT TENANCY PRE-REQUIREMENTS

All prospective commercial tenants shall submit to Airport Management, an application for tenancy available in the Airport Administration office or online through the Airport's website. The request must contain the following information and, thereafter, the County may request such additional information as necessary.

a. INTENDED SCOPE OF ACTIVITIES - The prospective tenant must submit a detailed description of the scope of the intended operation, and the means and methods to be employed to accomplish the contemplated operating standards and requirements, including, but not limited to, the following:

- The name, address, and telephone number of the applicant, all other individuals or parties having an interest and/or investment in the proposed operation, and the percentage or nature of their ownership.
- The requested or proposed commencement date
- The size and location of land and/or buildings requested.
- The size and location of facility/land to be constructed or leased.
- The number of aircraft to be hangared (as applicable).
- The number of persons to be employed (including the names and qualifications of each person).
- The services to be offered (as applicable)
- The hours of proposed operation.

b. FINANCIAL RESPONSIBILITY AND CAPABILITY - The prospective Operator must provide a statement, satisfactory to the County, in evidence of its financial responsibility, from an area financial institution or from such other source that may be acceptable to the County and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate operations for the construction of improvements and appurtenances that may be required commensurate with the concept of the proposed operation, or operations, and shall also indicate its ability to provide working capital to carry on the contemplated operations, once initiated. Additionally, a performance bond will be required to initiate construction.

c. EXPERIENCE REQUIREMENTS FOR COMMERCIAL OPERATORS - The prospective Operator shall furnish the County with a statement of past experiences of the principals and/or employees in:

- The specified aviation services selected by it and to be supplied by it on the Airport
  - Related fields of endeavor, together with a statement that the principals and/or
-

- employees have the ability to perform the selected services
- A statement outlining any and all previous involvement at the airport by any principle and/or employees

d. ACTION ON APPLICATIONS - Grounds for denying an application or for rejecting an application shall include but not be limited to any one or more of the following:

- The applicant does not meet the qualifications, standards, and requirements established by any applicable regulations and standards as determined by the Board of Commissioners.
  - The applicants proposed operations or construction would create a safety hazard. The FAA or applicable government agencies may be the final decision maker when determining safety hazards.
  - The granting of the application will require the Airport to spend funds, or to supply labor or materials, which has not been budgeted or is unavailable.
  - There is no appropriate, adequate, or available space or building on the Airport to accommodate the applicant at the time of the application as determined by the Board of Commissioners.
  - The proposed operation, Airport development, or construction does not comply with the FAA approved Airport Layout Plan for the Airport.
  - The development or use of the area requested by the applicant will result in depriving existing tenants of portions of the area which they are operating; will result in congestion of aircraft or buildings; or will unduly interfere with the operations of any present tenant on the Airport.
  - The applicant has supplied the County or any other persons with any false information or has misrepresented any material fact or has failed to make full disclosure in his/her application or in supporting documents.
  - The applicant has violated any of these regulations and standards, or the regulations and standards of any other airport, of the Federal Aviation Regulations or any other regulation, statutes, ordinances, laws, orders, or rules applicable to the Airport or any other airport.
  - The applicant has defaulted in the performance of any lease or any other agreement with the County.
  - The applicant's activities or operations have been or could be detrimental to the Airport or any other airport.
  - The applicant has committed any crime or violation of any Federal, State, City, or
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County ordinance of such a nature that it indicates to the County that the applicant would not be a desirable operator on the Airport.

e. SUPPORTING DOCUMENTS - All applicants shall submit the following supporting documents to the County, together with other such documents and information as may be requested by the County:

- A completed Airport Lease Application packet with all the required supporting documentation.
  - A current financial statement prepared by a licensed financial entity demonstrating the financial capabilities to sustain the business.
  - A written listing of assets owned or being purchased, which will be used in the applicant's operation at the Airport.
  - A current credit report on the applicant principals, co-owners or partners.
  - A description of previous experience in airport services complete with references, a listing of key personnel to be assigned to the Rowan County Airport and a description of duties, responsibilities and prior experience of such personnel.
  - A written and signed authorization permitting the FAA, all Airports, Aviation or Aeronautical Commissions, Administrators, or Departments of all State in which the applicant or its key personnel have engaged in aviation business to supply the County with all background information in their files relating to the applicant, his/her operation or the applicant's key personnel. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies or by the County or by the Airport Management.
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#### D. LEASE AND OPERATIONS AGREEMENTS

- a. COMMERCIAL BUSINESS ACTIVITY COMPLIANCE - Subject to applicable orders, certificates or permits of the FAA, or their successors, Grant Agreements with the FAA, and the laws of the County of Rowan, no person shall use the Airport or any portion thereof or any of its improvements or facilities for commercial business or aeronautical activities who has not first obtained the consent and required approval, leases, operating permits, and/or licenses for such use from Rowan County.
- b. REQUIREMENT OF A WRITTEN AGREEMENT - Prior to the commencement of operations, the prospective Commercial Aviation Operator will be required to enter into a written agreement with the County, which agreement will recite the terms and conditions under which it will operate its business on the Airport, including, but not limited to, the term of the agreement; fees and the rights, privileges and obligations of the respective parties; and other relevant covenants. These minimum standards are not intended to be a complete recitation of all of the provisions to be included in the written agreement. Such lease provisions, however will neither change nor modify the Minimum Standards.

#### E. NEW CONSTRUCTION SITE DEVELOPMENT STANDARDS - In addition to the Construction Standards (current edition), the following provisions, shall be set forth in each agreement between any Operator and the County.

##### a. Proposed Facilities

- The County shall consider conformance to the Capital Improvement Plan for the Airport, Airport Master Plan, and Approved Airport Layout Plan prior to the approval or denial of any construction or development at the Airport. The County must approve the plans and specifications prior to construction, and the notice of proposed construction (FAA form 7460) required by FAR Part 77 must be submitted to the County for review and signature, prior to submittal to the FAA, Memphis Airports District Office. Also, the appropriate FAA Environmental form shall be completed for the County's review and submittal to the FAA – Memphis Airports District Office. No building, structure, tiedown, ramp, paved taxi area or any other improvement or addition on the Airport shall be placed or constructed, enacted, altered or removed without prior written approval of the County. Prior to such work being done, the County, at its discretion, may require a work bond, letter of credit or other surety to guarantee the work. The form of such bond, letter of credit or surety shall be subject to approval by the County.
  - All areas leased from the Airport shall also provide access to auto parking. When applicable all buildings shall at least provide for office space and restrooms.
  - The Operator will be required to maintain the leased premises in a safe and adequate manner at all times.
  - All properties must be properly lit and heated. Sufficient exterior lighting shall be
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provided, to allow safe access to the site during night hours.

- All exterior signage must be approved by Airport Management prior to construction.

#### F. BUILDING AND STRUCTURE IMPROVEMENT STANDARDS

- Improvement Construction - All improvements must receive County approval, appropriate construction permits and when applicable, FAA form 7460-1 prior to construction start.
- Residences Prohibited - No persons will be allowed to construct or establish living quarters nor may they reside in an airport facility except for authorized emergency services personnel who reside in authorized areas on the airport.
- Approval Process - The approval process by the County of all new airport construction will be conducted using the site plan, land lease, and operation agreement as established and amended by the County Commission, which is available in the airport administration office at Rowan County Airport. This process includes actions by the County's planning division where all site and construction plans shall be reviewed in accordance with the Rowan County and Salisbury City code and policy. Applicable approval and appropriate development fees will be acquired and paid for prior to construction start.
- Payment and Completion Bonds Required - All developers of infrastructure of any kind on airport property shall be required to furnish the County payment and completion bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such developer and the County.

G. PERSONNEL - The Operator shall have in its employ and on duty during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards and Requirements set forth herein, in an efficient manner for each aeronautical service being performed. All personnel required to hold Federal Aviation Administration (FAA) certificates and ratings to offer aeronautical services shall maintain such certificates and ratings on a current basis.

#### H. MAINTENANCE

- The Lessee is responsible for maintenance in and around the premises (i.e. removal of debris and vegetation) within the leasehold area. All maintenance of any County-owned buildings leased or rented to an Operator, along with the maintenance of the hangar doors, floors, utilities and cost for trash removal shall be borne by the Operator unless otherwise stated in the lease agreement. Utility line maintenance outside the Operator's delineated property boundary shall be the County's responsibility. Grass mowing and landscape maintenance shall be the County's responsibility.
- Rowan County reserves the right to enter upon the Property in a reasonable manner and time with proper 24 hour notice in order to monitor compliance with the lease agreement. The County will not unreasonably interfere with Lessee's use and quiet

enjoyment of the Property. A period of Thirty (30) days will be afforded to resolve any issues identified.

- I. DISPOSAL OF AIRPORT GENERATED WASTE - Each tenant shall comply with all federal, state and local statutes, rules and regulations for the adequate and sanitary handling and legal disposal, away from the Airport, of its regular cartage, hazardous waste and other materials, including but not limited to used oil, solvents, fueling of all aircraft and other chemical waste and other containers. The piling or storage of crates, boxes, barrels and other containers will not be permitted within the leased premises, including building interiors.
  - J. NON-DISCRIMINATORY PRICING - As set forth by the FAA by way of its Airport Sponsor Assurance, specifically Grant Assurance 22, airports which are developed with Federal grant assistance are required to operate for the benefit of the public and are to be made available to all types, kinds, and classes of aeronautical activity on fair and reasonable terms and without unjust discrimination. As the airport sponsor, Rowan County is required to adhere to these requirements, as well as incorporating these provisions into any agreements for use of airport property.
  - K. HANGAR AND TIE DOWN RENTALS - Only those operators authorized by Lease agreements may rent hangar space areas to third parties. Rates charged for hangar space, t-hangar rentals, products and service charges shall not be excessive, discriminatory or unreasonable and shall be filed with the County. Upon request of Airport Management, Operators leasing hangar shall provide a list to Airport Management of names and addresses of all aircraft owners leasing, subleasing or utilizing t-hangars.
  - L. GUIDELINES FOR TERM OF LEASES - The maximum term of a Lease at the airport may not exceed 20 years. Non-aviation Leases are subject to FAA approval every 3 years. When determining the length of a Lease term, consideration is given relative to the period of time necessary to amortize the investment being made in any new construction project, or improvements to leased buildings and/or property.
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#### M. MISCELLANEOUS RESTRICTIONS

- No right, privilege, permit, or license to do business at the Airport or any lease of any area of the Airport or part thereof shall be assigned, sold or otherwise transferred or conveyed in whole or in part without the prior approval of the County.
  - No lease, or portion thereof may be assigned or sublet without the expressed written approval of the County and all assignees or subleases approved by the County shall reference and comply with regulations and minimum standards.
  - Tenants must utilize leased space for the intended purpose of the approved commercial operation. Other non-aeronautical uses, such as the storage of recreational type vehicles, including but not limited to RVs, motorhomes, ATVs, boats, and jet skis is not permitted. This does not include equipment incidental to the operation of aircraft, such as tugs or tractors specifically used for towing aircraft.
  - No person or firm shall engage in commercial flight instruction originating at the Airport unless prior to giving such instruction they have a signed agreement with the County, registered their current flight instructor's certificate with the Airport Director and also filed certificates of all insurance, as required for the protection of the County, instructor and student. For further information, see Flight Instruction minimum standards
  - No person or firm shall utilize the services of a certified Airframe and Powerplant mechanic or Authorized Inspector unless such mechanic or inspector is an employee of said person or firm, is an employee of a Fixed Base Operator, or Specialized Aviation Service Operator with a current Operating Agreement with the County or other authorization from the Airport Director's office permitting such activity.
  - No right or privilege has been granted to the Operator which would operate to prevent any person, firm or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to maintenance and repair) that it may choose to perform.
  - Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right other than rights of possession to the premises duly leased from Rowan County by the Operator.
  - The Airport reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of the Operator, and without interference or hindrance. The Airport shall make every effort to minimize the disruption of normal Airport usage during periods of repair or further Airport development.
  - The Airport reserves the right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Operator in this regard.
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N. SPECIALIZED AVIATION SERVICE OPERATOR GENERAL REGULATIONS

A Specialized Aviation Service Operator (SASO) is an aeronautical business that offers a single or limited service such as aircraft maintenance, painting, and ground and flight instruction at the Rowan County Airport. This does not include aircraft fueling or servicing.

- a. FACILITIES - Each SASO is required to provide and maintain an office, which shall be staffed and open to the public during normal business hours of each normal business day. Such office shall be the Operator's office or place of business on the Airport. These facilities shall be kept in a clean and orderly condition and properly painted. Only one office shall be required of each SASO. No SASO, its employees, agents, officers, or other persons connected with the business shall use the office area or other facilities of any other SASO without consent of said SASO and the County.

Unless otherwise provided for in a lease agreement with the County for a County owned facility, the SASO shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, and all other facilities and improvements for the SASO to carry on the activities or services authorized by the County.

- b. AGREEMENT REQUIRED - Each SASO shall enter into agreement with the County that shall include an agreement on the part of the SASO to accept, to be bound by, to comply with, and to conduct its business operations in accordance with these regulations and standards, and to agree that this approval and authority to carry on business at the Airport shall be subject to these regulations and standards.
- c. PAYMENTS - The SASO shall promptly pay, when due, all financial obligations as per the Lease agreement with the County.
- d. IMPROVEMENTS - Plans, specifications, and FAA Form 7460-1 for any construction required by the County shall be submitted to Airport Management for review and approval. Construction shall commence in accordance with the timeframes stated in the lease agreement. Unless otherwise provided in an SASO lease agreement, the County for good cause may extend the deadlines provided. All construction shall comply with guidelines and applicable building codes and other ordinances, and the proper permits shall be secured and the fees shall be paid by the SASO.
- e. AREA OF OPERATION - Unless otherwise provided by the County, all operations of the SASO shall be conducted in an area of sufficient size to accommodate all services for which the Operator is approved. The SASO shall conduct its business operations strictly within the areas assigned it by the Lease and its operations shall not in any way interfere with the operations of the other agencies, or businesses operating at the Airport; the use of the Airport by the general public; or with any common use areas. The SASO shall not use any common use areas except as authorized by these regulations and standards or by the Lease.
- f. COLLABORATION - A SASO shall cooperate with the County in their operation,
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management, and control of the Airport and shall help to promote and develop the Airport into an attractive, efficient and modern facility.

- g. CONFLICT RESOLUTION - Complaints by any person other than the County, against any SASO for violation of these standards, or the terms of the SASO agreement shall be in set forth writing and filed with Airport Management. All complaints shall be signed by the person making the complaint and shall provide details regarding the complaint such as, but not limited to, dates, times, facts, and witnesses, if any.
- h. INDEMNITY - The SASO shall indemnify and hold harmless the COUNTY OF ROWAN, the County's consultant (if any), its agents, employees or any other person against all claims, expenses (including attorney's fees), losses and liabilities of whatsoever nature as defined by Lease provisions.
- i. SERVICES PROVIDED - The SASO shall furnish all services authorized or approved by its Lease, on a fair and not unlawfully discriminatory basis, to all persons and shall charge fair, reasonable, and not unlawfully discriminatory, prices for each unit of service.  
  
Each SASO, upon being fully authorized to construct any required physical facilities, shall commence and conduct on a full-time basis within a reasonable amount of time, all business activities and services upon completion of said facilities.
- j. INSPECTION - The County or any authorized representative of Airport Management shall have the right to inspect at any time all Airport Premises together with all structures or improvements and all aircraft, equipment, all licenses and registrations and all records of the SASO or its officers, agents, or representatives of agents.
- k. AIRCRAFT PARKING - The SASO shall park and store the aircraft used in its operations and its customers' aircraft only in areas assigned to it by Lease unless alternate arrangements for such parking or storage are made with Airport Management.
- l. LEASE TERMINATION PROCESS - The County may, at its discretion, terminate any lease or other agreements authorizing the SASO to conduct services or businesses at the Airport, which said termination shall automatically revoke the SASO 's lease, for any cause or reason provided in Airport regulations and standards or of the terms of any agreement between the County and the SASO, and in addition thereto, upon the happening of any one or more of the following:

- Filing of a petition, voluntarily or involuntarily, for the adjudication of the SASO as bankrupt.
  - The SASO making any general assignment for the benefit of creditors without prior approval of Rowan County.
  - Abandonment or discontinuance of any permitted operation at the Airport by the SASO or the failure to conduct operation on a full-time basis for 90 days without the
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prior approval of the County.

- Failure of the SASO to remedy any default or breach of violations by its personnel in, observing, performing and complying with these standards and the terms, covenants and conditions in any lease or agreement within thirty (30) days from the date of the written notice from the County has been mailed or delivered to the place of business of the SASO at the Airport.
  - Failure to promptly pay to the County, when due, all rents, charges, fees and other payments which are payable to the County by the SASO.
  - Operation of the business of the SASO so as to create a safety hazard on the Airport for other Airport users aircraft or property at the Airport, the general public or any other pilots, students or passengers as determined by the Airport Director, at its sole discretion.
  - The discovery that the SASO has misrepresented, misstated, falsified, withheld or failed to make full or accurate disclosure of any information.
  - Any action or omissions of the SASO or its principals, which adversely affect or may adversely affect the mission of the Airport.
  - In the event of written notice of termination of a lease, the SASO shall immediately and peaceably vacate the Airport, shall surrender possession of the premises to the County, and shall cease and desist all business operations at the Airport. Should the SASO fail to make such surrender, the County shall have the right and without notice to the SASO, to enter and take full possession of the space occupied by the SASO by force or otherwise, and to expel, oust, and remove any and all persons that may be found within or upon the property at the sole expense of the SASO and without being liable to prosecution or to any claim for damages. Upon such termination by the County, all rights, powers and privileges of the SASO shall cease and the SASO shall make no claim of any kind whatsoever against the County, its agents, representatives by reason of such termination, or any act or omission related thereto.
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F. SPECIALIZED AVIATION SERVICE OPERATOR MINIMUM STANDARDS

In addition to the General Requirements set forth in previous sections, each SASO at the Airport shall comply with the following minimum standards specific to their operation set forth in this Section.

- a. AIRCRAFT MAINTENANCE OPERATOR An Aircraft Service and Repair Operator is a Commercial Operator engaged in providing Aircraft Maintenance, Painting, Avionics, and Aircraft Interior repair (as defined in 14 CFR Part 43) for aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) the Operator, which includes the sale of aircraft parts and accessories.

Each Aircraft Maintenance Operator shall comply with the following minimum set forth in this section.

1. Leased Premises - An Operator engaging in this activity shall lease an existing facility that meets these standards or adequate area of land on which to construct a hangar and apron/paved tie down facilities to accommodate all activities of the Operator, but not less than the following
    - Apron/Paved Tie-downs - Sufficient area to accommodate all aircraft having a minimum wingspan of the largest aircraft to be repaired.
    - Customer Area - Provide access to a customer lounge which is heated, air conditioned and lighted, with access to restrooms for customer use.
    - Administrative Area - Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
    - Hangar Area - Hangar area shall be at least equal to the square footage required for the type of aircraft maintenance being provided.
    - Maintenance Area - Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts and equipment.
  2. Licenses and Certification - An Operator conducting Turboprop or Turbojet Aircraft Maintenance shall be properly certified as an FAA Repair Station. All Operators' personnel shall be properly certified, if applicable, by the FAA, current, and hold the appropriate ratings and medical certification for the work being performed. Certifications must be submitted to the Airport Director for review upon request. Rowan County reserves the right to verify certificate currency with or without notice.
  3. Personnel - An Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft maintenance in a courteous, prompt, and efficient manner and meet the reasonable demands of the public for this activity.
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4. Equipment - Operator shall provide sufficient equipment, supplies, and availability of parts as required. Equipment requirements include items such as tugs, tow bars, jacks, aircraft manuals, dollies, and other equipment, supplies, and parts required to perform the activity.
5. Hours of Activity - Operator shall have established business hours and posted contact information. Services shall be available to meet the reasonable demands of the public. Operator must be accessible for after-hours service calls and emergency repairs.

- b. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR An Aircraft Rental Operator is a Commercial Aviation Operator engaged in the rental of aircraft. A Flight Training Operator is a Commercial Aviation Operator engaged in providing flight instruction.

Each Aircraft Rental or Flight Training Operator at the Airport shall comply with the following minimums as set forth in this section:

1. Leased Premises - An Operator engaging in this activity shall lease an existing facility that meets these standards or adequate area of land on which to construct a hangar and apron/paved tie down facilities to accommodate all activities of the Operator, but not less than the following:
    - Apron/Paved Tie-downs - Sufficient area to accommodate all aircraft being rented or utilized for training. If Operator utilizes a hangar for the full-time storage of Operator's entire fleet at the Airport, paved tie downs are not required unless temporary Apron/Paved Tiedown storage (i.e., daytime) is required.
    - Customer Area - Provide a customer lounge which is heated, air conditioned and lighted with access to restrooms for customer use. The customer lounge shall include a student debriefing area and classroom and have direct airside access for customer use and direct landside access to customer parking.
    - Administrative Area - Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
    - Hangar Area - If required, shall large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator.
    - Maintenance Area - If required, shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts and equipment.
  2. Licenses and Certifications - Personnel performing aircraft proficiency checks and/or
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flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the aircraft being utilized and/or flight training being provided. Flight Training Operators shall have at least one flight instructor with the appropriate ratings and applicable medical certification to provide flight instruction. Certifications must be submitted to the Airport Director for review upon request. Updated certifications are to be submitted upon request of Airport Management. Rowan County reserves the right to verify certificate currency with or without notice.

3. Personnel - Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft rental and/or flight training in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.
4. Equipment - Operator shall have available for rental or use in Flight Training, either owned by or underwritten lease to Operator and under the full and exclusive control of Operator, one properly certified and currently airworthy aircraft equipped for and fully capable of flight under instrument conditions.

Flight Training Operators shall provide, at a minimum, adequate mock-ups, pictures, videos, or other training aids necessary to provide proper and effective ground school instruction.

5. Hours of Activity - Operator shall have established business hours and posted contact information. Services shall be available to meet the reasonable demands of the public. Operator must be accessible for after-hours service requests.

- c. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR - An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125).

An Aircraft Management Operator is a Commercial Operator engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or aircraft maintenance coordination.

Each Aircraft Charter Operator and Aircraft Management Operator at the Airport shall comply with the following minimum standards set forth in this section.

1. Leased Premises - An Operator engaging in this activity shall lease an existing facility that meets these standards or adequate area of land on which to construct a hangar and apron/paved tie down facilities to accommodate all activities of the Operator, but not less than the following:
    - Apron/Paved Tie-downs - Shall be adequate to accommodate all aircraft having a
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minimum wingspan of the Operator's largest aircraft. If Operator utilizes a hangar for the storage of Operator's entire fleet at the Airport, no paved tie downs will be required.

- Customer Area - Provide a customer lounge that shall be heated, air conditioned and lighted, with access to restrooms for customer use. The customer lounge shall have direct airside access and direct landside access to adequate customer parking.
  - Administrative Area - Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
  - Hangar Area - If required, shall be large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator.
  - Maintenance Area - If required, shall be adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts and equipment.
2. Licenses and Certifications - Aircraft Charter Operators shall hold and provide copies to the Airport Director upon request, all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s). Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the aircraft utilized and medical certifications for activity. Certifications must be submitted to the Airport Director for review upon request. Rowan County reserves the right to verify certificate currency with or without notice.
  3. Personnel - Operator shall provide a sufficient number of personnel to adequately and safely carry out the activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
  4. Equipment - Aircraft Charter Operators shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, one' certified and continuously airworthy and instrument-qualified aircraft.
  5. Hours of Activity - An Operator shall have established business hours and posted contact information. Services shall be available to meet the reasonable demands of the public. Operator must be accessible for after-hours service requests.
- d. AIRCRAFT SALES OPERATOR An Aircraft Sales Operator is a Commercial Operator engaged in the sale of three or more new and/or used Aircraft during a 12-month period. Each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Section.

skydiving equipment. The SASO operations shall meet or exceed the Basic Safety Requirements (BSR) of the United States Parachute Association (USPA), related FAA Advisory Circulars, and all requirements of FAR Part 105. Landing of jumper or jumpers cannot be on the Airport property unless authorized by the Airport Director. Each Commercial Skydiving Operator at the Airport shall comply with the following minimum standards set forth in this Section.

1. Leased Premises - An Operator engaging in this activity shall lease adequate area of land for a dropzone to accommodate all activities of the Operator, but not less than the following:
    - Parachute Landing Area (PLA) - A designated landing zone must be established and meet the minimum Parachute Landing Area (PLA) dimensions per the USPA Basic Safety Requirements (BSRs) or applicable FAA standard for the activity being provided. Landing of the jumper or jumpers outside of the designated landing zone is prohibited, and may be cause for termination of the lease.
    - Paved Tiedowns - Shall lease adequate space to accommodate all aircraft used in the operation. If Operator utilizes a hangar for the storage of Operator's entire fleet at the Airport, no paved tie downs will be required.
    - Customer Area - Provide a customer covered area which is lighted with access to restrooms for customer use.
    - Administrative Area - Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
    - Hangar Area - If utilized, shall be large enough to accommodate the largest aircraft in Operator's fleet at the airport maintained by Operator.
    - Maintenance Area - Required if Operator is conducting aircraft maintenance on aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator.
  2. Licenses and Certifications - Parachute instructors shall meet all applicable certification requirements of the FAA for parachute instruction, inspection, and packing, and maintain current certificates issued by the FAA and, if required, a current Airman Medical Certificate. The operator shall demonstrate the continuing ability to meet the United States Parachute Association and FAA requirements for certification of all instructor personnel and aircraft. The jump plane pilot must hold a FAA commercial pilot certificate appropriately rated for the aircraft being operated. Certifications must be submitted to the Airport Director for review upon request. Rowan County reserves the right to verify certificate currency with or without notice.
  3. Personnel - Operator shall employ at least one appropriately rated jumpmaster and
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one appropriately rated commercial pilot who shall be current in all models of aircraft from which skydiving will be done. All jump plane pilots must hold a FAA commercial pilot certificate and be appropriately rated for the aircraft being operated. In addition, Operator shall provide a sufficient number of personnel to adequately and safely carry out skydiving instruction and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

4. Equipment - The aircraft used for jump operations must be owned or leased by and under exclusive control of the operator, properly equipped, and FAA certified for commercial operations. The operator shall also have on hand and available for use such equipment and apparatus as would reasonable be expected to be available for individuals to parachute jump.
  5. Hours of Activity - Operator shall have established business hours and posted contact information. Services shall be available to meet the reasonable demands of the public. Operator must be accessible for after-hours calls and emergencies.
- f. INDEPENDENT FLIGHT INSTRUCTOR An Independent Flight Instructor is defined as an individual, working alone without employees or partners, who provide a commercial service as a FAA certified flight instructor. Individuals desiring to perform as "independent" flight instructors and conduct flight training on a limited, part-time basis must comply with the applicable provisions of these regulations and standards. However, they shall be exempt from regular SASO requirements for Flight Training Operator upon satisfactory fulfillment of the conditions contained herein. The effect of these minimum standards is to require off-airport certified flight instructors to demonstrate they are qualified to provide aviation instructional services, they are properly licensed to conduct business in this state, and have met the requirements for insurance.
1. An independent flight instructor may provide flight instruction at the Airport if the independent instructor:
    - Applies for and is granted, an Independent Flight Instructor Permit.
    - Provides proof of proper and current required FAA certifications for the type of services offered.
    - Provides proof of applicable liability insurance as specified in the section for Insurance Requirements.
    - Demonstrates their technical background and their technical capability to the satisfaction and approval of the Airport Director. This includes a listing and understanding of stable work history including any FAA violations, incidents or accidents. (Note: FAA certifications alone, without documented work history, will not meet this requirement) Approval will be on a case by case basis.
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- Demonstrates adequate resources to realize the proposed business objectives upon request. This includes, teaching tools, FAA manuals, and documentation for the proposed business.
  - Provides a communications plan which allows customers to make contact within a reasonable time frame.
  - Possesses a valid State of North Carolina Tax ID Number, collect appropriate sales tax on revenue, file tax reports with the Department of Revenue and IRS and make all appropriate tax payments required by law.
2. The following limitations shall apply to Independent Flight Instructors:
- Independent flight instructors are prohibited from selling or leasing any material goods or services in direct competition with existing Operators on the airport other than those services directly related to the conduct of individual flight training.
  - Independent flight instruction is limited to student owned aircraft, special flight instruction in special aircraft, or by approval by the Airport Director.
  - All aircraft shall be dual equipped and meet FAA requirements for dual instruction.
  - Flight instruction is limited to less than 40 hours per month.
  - Ground school and briefing/debriefing may be provided off-airport or on-airport in leased or subleased space, but such instruction may not be provided in public areas of the Airport.
3. Independent flight instructors who repeatedly violate any of the foregoing will be required to terminate all flight training operations on the Airport to which this section applies.

g. INDEPENDENT REPAIR SERVICE TECHNICIAN An Independent Repair Service Technician means an individual, working alone without employees or partners, who is FAA certified and provides a commercial service in the maintenance and repair of aircraft and/or aeronautical components. Individuals desiring to perform as "independent" repair service technicians and conduct repair on a limited, part-time basis must comply with the applicable provisions of these regulations and standards. However, they shall be exempt from regular SASO requirements for Aircraft Maintenance Operator upon satisfactory fulfillment of the conditions contained herein. The effect of these minimum standards is to require off-airport mechanics and IAs to demonstrate they are qualified to provide aviation mechanical services, they are properly licensed to conduct business in this state, and have met the requirements for insurance.

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#### IV. NON-COMMERCIAL OPERATIONS

##### STATEMENT OF POLICY FOR NON-OPERATORS

Non-Commercial operations are activities by an entity or governmental agency, which maintains a facility or provides a general aviation service solely for its own benefit, and not for the benefit of the public. Such noncommercial operators are specifically prohibited from offering general aviation products or services for sale to others.

In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum." All Operators will be encouraged to exceed the "minimums". No Operators will be allowed to operate or provide services less than the "minimums" without prior approval from the County. Another purpose of these standards is to ensure, in the public interest, the safe conduct of all aeronautical activities at this Airport.

In meeting the established Minimum Standards with the County and the payment of the prescribed rentals, fees and charges, the Operator shall have the right and privilege of conducting the activity or activities specified by written contract with the County. The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator any exclusive right of use of the premises and facilities and the Airport other than those premises that may be leased exclusively to it, and then only to the extent provided in the written contract. The County reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state and local laws, ordinances, codes, minimum standards and other regulatory measures pertaining to such use. The County further reserves the right to designate the specific Airport areas in which the individual, or a combination of, aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

- A. NON-COMMERCIAL HANGAR OPERATOR A Non-Commercial Hangar Operator is an a person, individual, firm, company, corporation, partnership, or a joint venture that develops, constructs, and/or owns one or more hangar structures for the primary purpose of storing aircraft used for Non-Commercial purposes only. Said purpose shall not in any way, shape, or form be related to the use, ownership, maintenance, or operation of aircraft or hangar activities, or to any commercial aviation activity or enterprise. The use and ownership of a tenant's aircraft must be incidental, and not relative to, the corporate purpose of the tenant.
- B. CORPORATE AIRCRAFT OWNERS Any Corporation (hereinafter referred to as the "Corporation") desiring to base their aircraft, either owned or leased, and operate on the Airport must comply with the applicable provisions of these Minimum Standards. However, they shall be exempt from the regular Specialized Aviation Service Operator (SASO) requirements upon satisfactory fulfillment of the following conditions:
- In order to base and operate an aircraft on the airport, owners in this category must have a valid lease agreement with the County or a sub-lease with an existing airport
-

tenant.

- Corporations may only store, service, or perform maintenance on aircraft owned or leased by it with their own employees.
- Corporations will not permit others to work on their aircraft unless the individual meets the minimum standard set forth for aircraft maintenance personnel.
- No commercial activity of any type by the Corporation is permitted on the premises without the express written permission of the County. This includes aeronautical activities which would require a separate SASO agreement or any non-aeronautical commercial activity.

C. PERSONAL AIRCRAFT OWNERS Any individual (hereinafter referred to as the "Owners") desiring to base their aircraft, either owned or leased, and operate on the Airport must comply with the applicable provisions of these Minimum Standards. However, they shall be exempt from the regular Specialized Aviation Service Operator (SASO) requirements upon satisfactory fulfillment of the following conditions:

- In order to base and operate an aircraft on the airport, owners in this category must have a valid lease agreement with the County or a sub-lease with an existing airport tenant.
- Owners may only store, service, or perform maintenance on aircraft owned by them.
- Owners will not permit others to work on their aircraft unless the individual meets the minimum standard set forth for aircraft maintenance personnel.
- No commercial activity of any type is permitted on the premises without the express written permission of the County.

D. AIRPORT TENANCY PRE-REQUIREMENTS - All prospective tenants shall submit to Airport Management, an application for tenancy available in the Airport Administration office or online through the Airport's website. The request must contain the following information and, thereafter, the County may request such additional information as necessary.

- The name, address, and telephone number of the applicant, as well as all other individuals or parties having an interest and/or investment in the proposed operation.
  - The requested or proposed commencement date
  - The size and location of land and/or buildings requested.
  - The size and location of facility/land to be constructed or leased.
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- The number and registrations of aircraft to be hangared
- If applicable, the number of persons to be employed to maintain the non-commercial operation, including the qualifications of each person.

E. LEASED PREMISES An Operator engaging in this activity shall lease an existing facility or, at a minimum, the space required in the table below to construct a facility and have adequate land, apron/paved tiedown, and vehicle parking to accommodate all activities of the Operator. Ninety percent of the lease land must be developed to maximize land use and avoid excessive green space or land banking. The following are guidelines for the minimum square footages for individual non-commercial hangars.

All required improvements including apron, facilities, and vehicle parking shall be located on contiguous land. The development of Non-Commercial hangar(s) shall be limited to the following types of hangar structures:

Individual Hangar: A single structure of not less than 3600 enclosed.

|                    | Group I<br>Aircraft<br>Hangar<br>Storage | Group II<br>Aircraft<br>Hangar<br>Storage | Group III<br>Aircraft<br>Hangar<br>Storage |
|--------------------|--|---|--|
| Contiguous<br>Land | 6,000 SF                                 | 12,000 SF                                 | 36,000 SF                                  |
| Hangar             | 3,600 SF                                 | 5,000 SF                                  | 15,000 SF                                  |

1. T-Hangars: A single structure of not less than 15,000 square feet, sub-divided and configured (although each unit shall not be less than 1,340 square feet) to accommodate individual bays for the storage of private aircraft.
2. Ramp space: The County is under no obligation to construct and provide aircraft aprons or taxiways for personal and private use. In the event the location of the facility requires the construction of aprons and/or taxiways, these areas shall be sufficient to provide reasonable aircraft access to and from hangar and shall meet all FAA standards for the largest aircraft type anticipated to use Operator's facility.

G. NEW CONSTRUCTION SITE DEVELOPMENT STANDARDS - In addition to the Construction Standards (current edition), the following provisions, shall be set forth in each agreement between any Operator and the County.

a. Proposed Facilities

- The County shall consider conformance to the Capital Improvement Plan for the Airport, Airport Master Plan, and Approved Airport Layout Plan prior to the

approval or denial of any construction or development at the Airport. The County must approve the plans and specifications prior to construction, and the notice of proposed construction (FAA form 7460) required by FAR Part 77 must be submitted to the County for review and signature, prior to submittal to the FAA, Memphis Airports District Office. Also, the appropriate FAA Environmental form shall be completed for the County's review and submittal to the FAA – Memphis Airports District Office. No building, structure, tiedown, ramp, paved taxi area or any other improvement or addition on the Airport shall be placed or constructed, enacted, altered or removed without prior written approval of the County. Prior to such work being done, the County, at its discretion, may require a work bond, letter of credit or other surety to guarantee the work. The form of such bond, letter of credit or surety shall be subject to approval by the County.

- All areas leased from the Airport shall also provide access to auto parking. When applicable, all buildings shall at least provide for office space and restrooms.
- The Operator will be required to maintain the leased premises in a safe and adequate manner at all times.
- All properties must be properly lit and heated. Sufficient exterior lighting shall be provided, to allow safe access to the site during night hours.
- All exterior signage must be approved by Airport Management prior to construction.

#### H. BUILDING STRUCTURE AND IMPROVEMENT STANDARDS

- a. Improvement Application - All persons desiring to construct an airport improvement shall complete an application.
  - b. Improvement Construction - All improvements must receive County approval, appropriate construction permits and when applicable, FAA form 7460-1 prior to construction start.
  - c. Residences Prohibited - No persons will be allowed to construct or establish living quarters nor may they reside in an airport facility except for authorized emergency services personnel who reside in authorized areas on the airport.
  - d. Approval Process - The approval process by the County of all new airport construction will be conducted using the site plan, land lease, and operation agreement as established and amended by the County Commission, which is available in the airport administration office at Rowan County Airport. This process includes actions by the County's planning division where all site and construction plans shall be reviewed in accordance with the Rowan County and Salisbury City code and policy. Applicable approval and appropriate development fees will be acquired and paid for prior to construction start.
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- e. Payment and Completion Bonds Required - All developers of infrastructure of any kind on airport property shall be required to furnish the County payment and completion bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such developer and the County.

- I. MAINTENANCE - The Lessee is responsible for maintenance in and around the premises (i.e. removal of debris and vegetation) within the leasehold area. All maintenance of any County-owned buildings leased or rented to an Operator, along with the maintenance of the hangar doors, floors, utilities and cost for trash removal shall be borne by the Operator unless otherwise stated in the lease agreement. Utility line maintenance outside the Operator's delineated property boundary shall be the County's responsibility. Grass mowing and landscape maintenance shall be the County's responsibility.

Rowan County reserves the right to enter upon the Property in a reasonable manner and time with proper 24-hour notice in order to monitor compliance with the lease agreement. The County will not unreasonably interfere with Lessee's use and quiet enjoyment of the Property. A period of Thirty (30) days will be afforded to resolve any issues identified.

- J. DISPOSAL OF AIRPORT GENERATED WASTE - Waste disposal cans are provided for waste generated in conjunction with Airport activities only. Each tenant shall comply with all federal, state and local statutes, rules and regulations for the adequate and sanitary handling and legal disposal, away from the Airport, of its regular cartage, hazardous waste and other materials, including but not limited to used oil, solvents, fueling of all aircraft and other chemical waste and other containers. The piling or storage of crates, boxes, barrels and other containers will not be permitted within the leased premises, including building interiors.

- K. OWNERSHIP GUIDELINES Hangar development may be accomplished through either individual ownership or association ownership. Associations must adhere to the following stipulations:

1. Association membership will be contingent upon ownership of a proportionate share of the private hangar facility which shall consist of not less than one (1) individual T-hangar (of at least 1340 total square feet), or an equal portion of the "common" hangar area which is consistent with the total number of members (such area to be not less than 1340 total square feet).
2. The entire membership of the Association must be declared to the County at the time the application for development and operation is submitted. Thereafter, the Association and/or each member of the Association shall be required to demonstrate ownership (as required herein) as requested by the Airport Director from time to time. The hangar facilities developed and utilized by the Association will be exclusively for storage of Aircraft owned by the member(s) of the Association.
3. The Association may not utilize nor cause the Leasehold interest to be utilized for



speculative development of either the Leasehold or the facilities located thereupon.

**L. SPECIAL INSTRUCTIONS FOR USE OF PREMISES**

- a. Lessee shall not sell, barter, trade, share, sublease or in any other manner provide hangar, office, shop, or ramp space unless approved by Rowan County. Lessee shall not exercise any other rights or privileges reserved to SASOs or Limited FBO (LFBOs) at the Airport under these Minimum Standards.
- b. Providing fuel or use of fueling facilities to any other Airport tenant or user, or to any other aircraft except those aircraft owned, leased, or exclusively managed per written Management Agreement for the exclusive use of the tenant designated in an Airport lease agreement is prohibited.
- c. Tenants must utilize leased space for the storage of aircraft, unless otherwise approved. Non-aeronautical uses such as the storage of recreational type vehicles, including but not limited to, RVs, motorhomes, ATVs, boats, and jet skis are not permitted. This does not include equipment incidental to the operation of aircraft, such as tugs or tractors specifically used for towing aircraft.
- d. Non-aeronautical commercial activity of any kind is not permitted on the premises.
- e. All aircraft maintenance and service work conducted on the premises and performed on the tenant's aircraft shall be performed only by employees of the tenant, or by commercial aircraft service operators based at the airport through a Specialized Aviation Service Operator (SASO) or Independent Repair Service Technicians (IRST) which have written agreements with the County authorizing such Operators to conduct said activities.

- M. VOLUME FUEL PURCHASE PROGRAM** – To maximize the cost savings for high volume fuel purchasers, Rowan County has developed the following fuel discount program. This program is a tiered system that allows the buyer to progress through the various levels and achieve deeper discounts.

| Gallons Purchased       | Rate              |
|-------------------------|-------------------|
| 5,000 - 6,999 Gallons   | Cost + 95% Markup |
| 7,000 - 9,999 Gallons   | Cost + 90% Markup |
| 10,000 - 14,999 Gallons | Cost + 80% Markup |
| 15,000 - 20,000 Gallons | Cost + 70% Markup |
| 20,000 - 29,999 Gallons | Cost + 55% Markup |
| 30,000 - 39,000 Gallons | Cost + 40% Markup |
| 40,000 - 49,000 Gallons | Cost + 20% Markup |
| 50,000 + Gallons        | Cost + 10% Markup |

N. FLYING CLUBS In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including piloting, navigation and an awareness and appreciation of aviation requirements and techniques, the category of Flying Clubs is included in the Rules and Regulations and these Minimum Standards and requirements of the airport.

All flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of these Minimum Standards and Requirements.

1. The club shall be a non-profit entity (corporation, association or partnership) organized for the express purpose of providing its members with one or more aircraft, for their personal use and enjoyment only. The ownership of any aircraft must be vested in the name of the flying club (or owned equally by all of its members). The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.
  2. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instruction, except when instruction is given by an Operator based on the airport and who provides flight training. Any properly licensed mechanic who is a registered member of the flying club, and part owner of the aircraft owned and operated by a flying club shall not be prevented from performing maintenance work on aircraft owned by the club only if the club does not become obligated to pay for such maintenance work except that such mechanics and flight instructors may be compensated only by credit against payment of dues or flight time.
  3. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.
  4. The flying club, along with its permit request, shall furnish the County a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semiannual basis; number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by the County or its authorized agent.
  5. A flying club at the airport shall abide by and comply with all Federal, State and
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County laws.

The operations of a flying club at the airport which violates any of the foregoing, or permits one or more members to do so, may be terminated by the County.

#### IV. CONSTRUCTION STANDARDS

- A. GENERAL The following minimum standards shall apply to all hangars and offices constructed at the Rowan County Airport after the effective date of adoption of these standards. These minimum standards have been adopted by the Rowan County Board of Commissioners and are intended to ensure: a reasonable level of quality, functionality, uniformity of appearance, and conformance with applicable local, State and National code requirements.
1. TERM - Ground lease term is 20 years with optional negotiable extensions. At the termination of the lease, ownership of the facility will revert to Rowan County.
  2. MINIMUM CONSTRUCTION STANDARDS - All construction shall be in accordance with National Fire Protection Association (NFPA) 409 (current recognized edition) requirements for hangars, local or State codes, whichever is more stringent.
  3. PLANS - All construction plans must be approved by the Rowan County Board of Commissioners prior to construction. Accordingly, ample review time shall be afforded these agencies prior to the desired construction date.
  4. ALTERNATE DESIGNS AND ALTERNATE MATERIALS - All construction plans containing alternate designs and materials that differ from the requirements listed herein must be superior in performance and approved by the Rowan County Board of Commissioners and the North Carolina Division of Aviation prior to construction. Each alternate design or material must include documentation that proves the proposed design and/or materials are better in performance and code compliance than the requirements listed herein. The Rowan County Board of Commissioner's decision on each proposed alternate design or use of alternate material will be final.
  5. TEMPORARY FACILITIES - Temporary facilities, either hangar or office, are not permitted on a long-term basis unless otherwise approved. A mobile office will be permitted during construction of permanent facilities provided; however, any such temporary facility shall be removed within 15 days of substantial completion or issuance of Certification of Completion/Occupancy.
- B. HANGAR STANDARDS - The following shall be the minimum space requirement for each hangar type:
- Conventional – 3,600 sq. ft.
  - "T" Type – Individual unit size 1,340 sq. ft.
1. Floors and Concrete Apron at Main Aircraft Door - Concrete capable of supporting design load for largest aircraft expected to use facility Floor slab shall be designed by a North Carolina registered professional engineer.
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2. Structural Members - Structural members shall be structural steel and shall be designed by a North Carolina registered professional engineer to withstand the wind loads, snow loads and seismic loads required by the North Carolina State Building Code and other applicable National codes. To minimize the possibility of corrosion, structural members shall be painted with at least one coat of shop primer. All bare metal shall be touched up with field primer immediately prior to installation of roof and wall insulation.
3. Doors
  - Conventional Hangar Doors shall be self-contained and in accordance with National, State and Local building codes. Minimum aircraft door height shall be 18 feet and. Preferred aircraft door types for conventional hangars are sliding, bi-fold, or pocket style doors. Other door types will be considered on a case-by-case basis by the County Manager or Board of Commissioners.
  - T-Hangar Doors shall meet the above standard for box hangar doors and with a minimum aircraft door height of 12 feet. One 3-foot wide by 7-foot tall personnel door shall be required in the hangar door only.
4. Interior Lighting - All lighting installations shall provide a minimum of 10 foot-candles average illumination within the aircraft storage area of the hangar. Lighting installations within other space uses in the hangar shall be in conformance with National, State and local code requirements.
5. Roof and Walls - Roofing shall be a minimum of 26 GA. screw down Galvalume panels on a minimum pitch of 1 in 12. Walls, gutters, downspouts and trim shall be 26 GA. painted metal in a color similar to existing adjacent hangars. Paint shall be a minimum of siliconized polyester factory baked enamel with a 20-year paint performance warranty. For color selection, consult with the Airport Director. Alternate colors are subject to approval the Rowan County Board of Commissioners.

C. NATIONAL FIRE PROTECTION ASSOCIATION APPLICABLE ITEMS

1. Floor Drains and Collector Tank - Floor trench drains shall be provided as required by applicable building codes with sufficient piping below slab level sloped to drain to an underground holding tank installed outside of the hangar footprint. The floor drain, piping and holding tank shall be of such materials that can withstand any damage from Jet-A fuel and AV-Gas fuel and shall also be of noncombustible material. The minimum tank size required by code at the time of construction shall be installed to capture contaminants, including fuel and oil, from entering the sanitary sewer system.
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2. Insulation - Preferred insulation for roof and walls is white reinforced vinyl-backed and properly secured to the roof and wall systems and shall comply with the special provisions for aircraft storage hangars, interior wall, energy code R-values, and ceiling finish criteria of NFPA 101, Life Safety Code.
  3. Electrical Devices - All electrical devices and installations shall be in accordance with Chapter 8 of NFPA 409, Article 513 of NFPA 70 (National Electrical Code), State and Local building codes. Explosion-proof devices and installations shall be required in all hangars. A minimum of one (1) duplex receptacle shall be installed on each interior wall in conventional hangars. A minimum of one (1) duplex receptacle shall be installed in each T-Hangar unit. The main exterior breaker panel box shall include capability for at least 30 circuits and have a minimum total capacity of 200 AMPS.
  4. Grounding Facilities for Static Electricity - Grounding facilities shall be provided for removal and control of static electrical accumulations on aircraft while aircraft are stored in the hangar in accordance with NFPA 409.
  5. Fire Suppression System - An integrated fire suppression system shall be installed as applicable per NFPA 409. Hangars shall not be occupied until system testing and certification is complete.
  6. Fire Extinguishers - Occupant shall install portable or wall clean agent fire extinguishers inside the hangar in accordance with NFPA 10. Additional fire protection shall be required for any hazardous activities as required by applicable NFPA 408 and 409 codes.
- D. OFFICE SPACE STANDARDS - The following minimum standards shall apply to all new office construction:
1. Attached or Standalone office (if applicable) - Office space shall be sufficient to meet all National, State and Local building codes for the numbers of persons using and occupying the structure. If required by applicable codes, restroom facilities shall be provided in accordance with Rowan County requirements. Standalone office construction shall be a minimum of 1,500 sq. ft.  
  
Customer Area (if applicable) - Provide a customer lounge that shall be heated, air conditioned and lighted, with access to restrooms for customer use. The customer lounge shall have direct airside access and direct landside access to adequate customer parking.
  2. Administrative Area (if applicable) - Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
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V. AIRPORT INSURANCE REQUIREMENTS

This section to be provided by the office of Risk Management for Rowan County

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner and Valerie Steele  
**DATE:** 4/19/22  
**SUBJECT:** Approval of a Sole-Source Purchase of Fan from Big A\*\* Fans

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Mid-Carolina Regional airport would like to enter into an agreement to purchase one (1) Big A\*\* fan for the 15,000sqft hangar to be leased by Retail Business Solutions. This agreement will include the installation of the new fan and relocation of the current fan. 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 will execute the agreement with Hoffman & Hoffman (the manufacturer's local authorized representative). The fan and install is \$19,525, plus applicable taxes in the amount of \$1,366.75, for a total contract price of \$20,891.75 . There is a Duke Energy rebate for \$1000/fan the County may qualify for. The warranty on the fan is three years electrical parts, and seven years mechanical. The labor warranty is one year.

Attached is the quote provided by Hoffman & Hoffman that will be entered as a contract.

The Airport Director and Purchasing Director recommends that the Board of Commissioners authorize the County Manager to enter into a "sole-source" agreement with Hoffman & Hoffman for the purchase and install of a second Big A\*\* fan for an amount not to exceed \$20,891.75.

**ATTACHMENTS:**

| <b>Description</b>   | <b>Upload Date</b> | <b>Type</b> |
|----------------------|--------------------|-------------|
| Big A** Fan Contract | 4/19/2022          | Cover Memo  |
| quote                | 4/19/2022          | Cover Memo  |

## ROWAN COUNTY

## AGREEMENT FOR SERVICES

## NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and **HOFFMAN & HOFFMAN, INC.** ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services to Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

14. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

18. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.



IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

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

Name: Aaron Church

Title: County Manager

THE PROVIDER

Hoffman & Hoffman, Inc.

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

Name: Randy Nolen

Title: Manager of Credit, Collections & Billing

\* This Purchase Order shall be governed by the Hoffman & Hoffman, Inc. standard Terms and Conditions, which were quoted and are attached to and incorporated herein by reference. Hoffman rejects any additional or conflicting terms and conditions.

## TERMS AND CONDITIONS

10/21

**"H&H" shall mean Hoffman & Hoffman, Inc., and its officers, employees, and agents. "Buyer" shall mean the person or entity entering into this Agreement to purchase goods and/or services.**

**1. Controlling Terms & Conditions:** This Agreement, upon Buyer's acceptance, is limited to the terms and conditions stated herein, despite any additional or conflicting terms and conditions contained in any purchase order, any other document presented by Buyer, or any contract document between Buyer and any third-party (i.e., owner, other contractor, etc.), all of which additional or conflicting terms are hereby rejected by H&H. No waiver of, or modification to, these Terms and Conditions shall be valid unless made in writing and signed by an authorized representative of H&H. H&H salespeople are not authorized to waive or modify any Terms and Conditions. The terms of any written proposal / quote made by H&H ("proposal") and these Terms and Conditions shall constitute the entire agreement of the parties.

**2. Acceptance:** Any H&H proposal expires if not accepted by Buyer within thirty (30) days from the date of the proposal. Prices are at all times subject to escalation. Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction. Buyer is deemed to have accepted any H&H proposal, including these Terms and Conditions, when Buyer either (a) receives and retains an acknowledgement from H&H without written objection within ten (10) days, (b) accepts delivery of all or any part of the goods ordered, (c) provides to H&H delivery dates, shipping instructions, or other instructions evidencing acceptance, or (d) otherwise executes or assents to any proposal or these Terms and Conditions. If Buyer accepts any proposal, Buyer's order shall be deemed acceptance of the proposal subject solely to H&H's terms and conditions. If Buyer's order is expressly conditioned upon H&H's acceptance or assent to terms and/or conditions other than those stated herein, return or acknowledgment of such order by H&H with H&H's Terms and Conditions attached or referenced serves as H&H's notice of objection to, and rejection of, Buyer's terms and as H&H's counter-offer to provide goods or services in accordance with the H&H proposal and H&H's Terms and Conditions. If thereafter Buyer does not object to H&H within ten (10) days by written notice to Legal@hoffman-hoffman.com, H&H's counteroffer will be deemed accepted by Buyer. Buyer's acceptance of all or any part of any goods ordered will constitute Buyer's acceptance of H&H's proposal subject to H&H's Terms and Conditions.

**3. Terms of Payment / Taxes:** Payment is due net thirty (30) days from the date of each H&H invoice to Buyer. Interest at the rate of 1 1/2% per month (or the highest interest rate allowed by applicable law, if lower) may be charged after the 30-day period until payment is received. H&H accepts credit card payments. If Buyer chooses to pay by credit card, Buyer is subject to an additional convenience fee of 3.0% of the total amount paid by credit card. Buyer shall pay all costs of collection incurred by H&H including, but not limited to, reasonable attorneys' fees, collection fees, and court costs. H&H may suspend all further services and transactions (regardless of their status) without liability if Buyer's account is more than thirty (30) days past due or if Buyer's credit, in the sole judgment of H&H, is impaired at any time. Partial invoices may be submitted for any portion of completed work and/or delivered materials. While risk of loss passes to Buyer, Seller will have a purchase-money security interest in all goods (including any accessories and substitutions) purchased under this Agreement to secure payment in full of all amounts due H&H, and the underlying proposal, together with these Terms and Conditions, form a security agreement (as defined by the UCC.) Buyer shall keep all goods purchased under this Agreement free of all taxes and encumbrances, shall not remove said goods from their original installation point and shall not assign or transfer any interest in said goods until all payments due H&H have been made. The purchase-money security interest granted herein attaches upon H&H's acceptance or acknowledgment of this Agreement and Buyer's receipt of said goods, but prior to installation. Buyer will have no rights to set off against any amounts which become payable to H&H under this Agreement or otherwise. Notwithstanding any Buyer form or document to the contrary, H&H shall not release any rights to make a lien and/or bond claim, or other claim for damages, in connection with goods purchased or services provided until H&H has obtained payment in full for such goods or services and any damages. Furthermore, Buyer is responsible to pay in full for the goods or services provided by H&H regardless of whether such goods or services are funded for Buyer pursuant to any extraneous contract and/or by an applicable project owner or contractor. Unless otherwise agreed by H&H in writing, Buyer shall pay to H&H, in addition to the contract price, all sales, use, excise, privilege or other taxes imposed by any local, state or federal taxing authority payable in connection with the goods or services furnished.

**4. Shipments / Claims:** All shipments of goods are at Buyer's risk, f.o.b. factory, or if shipped from another location, f.o.b. point of shipment, with charges either allowed, added to invoice, or collected as noted. Any claims for damage or shortage or loss in transit must be filed by Buyer against the applicable carrier. If requested, H&H will reasonably assist the Buyer when making its claim for damages and/or losses while in transit. Claims against factory shortages will not be considered unless made within sixty (60) days after Buyer's receipt of the goods.

**5. Approval:** H&H shall not be liable in any way should any third party (such as a project architect, engineer, owner, etc.) fail to accept or approve equipment ordered by Buyer. H&H cannot guarantee to meet or equal specifications written around another make of equipment different than that purchased by Buyer.

**6. Warranties and Liability:** Upon H&H's receipt of payment in full for all amounts owed, H&H extends to Buyer the manufacturer's warranty (a copy of which is available upon request), and manufacturer's warranty is in lieu of any warranties contained in any applicable project contract, conditions, plans, or specifications. H&H ITSELF MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, IMPLIED WARRANTIES OF DESIGN OR FITNESS FOR A PARTICULAR PURPOSE. H&H SHALL HAVE NO LIABILITY FOR ANY DIRECT DAMAGES BY REASON OF FAILURE OF THE EQUIPMENT TO OPERATE OR FAULTY OPERATION OR MISUSE OF THE EQUIPMENT, AND UNDER NO CIRCUMSTANCES SHALL H&H BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR LIQUIDATED DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT OR PRODUCTION, LOST DATA, SPOILAGE, DELAY, OR INCREASED COST OF OPERATION. SAID EXCLUSIONS APPLY EVEN IF H&H HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SUCH POSSIBLE DAMAGES WERE REASONABLY FORESEEABLE. H&H does not commit that the equipment sold will effectively control, eliminate, kill or prevent the spread of COVID-19 or other mold, bacteria, virus, or pathogen, and H&H expressly disclaims that the product is fit for this purpose. H&H shall have no liability or duty to defend or hold harmless Buyer or any other third-party with respect to any claim, injury, loss or damage arising from or in connection with COVID-19.

**7. Design and Workmanship:** Buyer acknowledges that H&H is not responsible for the design of goods or services purchased and did not participate in any project design in connection with such goods or services. (a) Goods shall be fabricated in accordance with the contract drawings and specifications furnished by the Buyer and shop drawings approved by Buyer or its representative. (b) H&H shall not be responsible for the suitability, adequacy or legality of use of any designs, plans and specifications, and the Buyer shall indemnify H&H for any loss, damages and expenses incurred by or charged against H&H by reason of any alleged patent or copyright infringement, personal injury or property damage allegedly arising out of the use of designs, plans, and specifications furnished by Buyer for the goods. (c) Once shop drawings are approved by Buyer, Buyer shall reimburse H&H for all expenses resulting from changes thereto. Buyer shall compensate H&H for any and all extra work requested by Buyer and performed by H&H outside the limits of H&H's proposal. If H&H and Buyer do not reach agreement as to compensation and any change to the project schedule resulting from such extra work, H&H shall not be responsible for the extra work.

**8. Limitation of Remedy:** H&H shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation of equipment by Buyer or any third party. To the extent H&H is liable to Buyer under any legal theory (whether under warranty, negligence, strict liability or contract), Buyer's sole and exclusive remedy is limited to one of the following, which H&H shall elect in its sole and absolute discretion: (a) repair or replacement of purchased equipment or its parts by H&H or its duly authorized representative or (b) refund of the purchase price. In no event shall H&H's liability exceed the purchase price paid by Buyer under this Agreement, and Buyer waives all other remedies at law or in equity. Furthermore, Buyer waives any claim with respect to quantity or quality of goods or services purchased, unless Buyer notifies H&H in writing within ten (10) days of the date Buyer discovered, or by reasonable inspection should have discovered, the basis for such claim. Under no event shall H&H owe any duty or have any obligation whatsoever to any customer or client of Buyer or to any other third party.

**9. Hazards:** H&H is not responsible for the identification, detection, abatement, encapsulation or removal of hazardous substances, such as (without limitation) asbestos, products or materials containing asbestos, mold, fungi, mildew, or bacteria. At all times now and in the future, H&H takes no responsibility for and makes no representations or warranties concerning any existing or future hazardous substance or condition (i.e., mold) or the remedy or prevention thereof. Furthermore, Buyer has a duty to alert H&H of any known or likely potential hazards at any project site where H&H's representatives and affiliates may be present in connection with this Agreement.

**10. Indemnification / Insurance:** To the fullest extent permitted by law, Buyer shall indemnify, hold harmless and defend H&H and its officers, employees and agents from and against all claims, demands, liabilities, suits, judgments, awards, or expenses of any kind (including reasonable attorneys' fees and costs incurred defending such claims or demands, regardless of whether they result in legal action or are prosecuted to final judgment or award), which result or arise from Buyer's purchase, installation, or use of goods or services provided by H&H, including all claims that goods sold or guidance provided by H&H or its employees contributed to or failed to prevent or control the spread of COVID-19 or other mold, bacteria, virus, or pathogen. To the fullest extent permitted by law, the obligations of defense and indemnification set forth herein shall be binding upon Buyer no matter what the nature of the claim asserted may be (whether it be for negligence, warranty, strict liability, or otherwise) and shall be binding even if H&H is alleged or proven to have acted negligently; provided, however, that Buyer shall have no obligation to provide indemnification to H&H if the claim asserted arises in negligence and is finally adjudicated to have arisen solely from the negligence of H&H. Buyer shall also indemnify and hold harmless H&H from all liability for taxes owing in connection with Buyer's purchase of goods or services. The obligations and rights to indemnity herein shall not negate, abridge or reduce other such rights or obligations under law. This Agreement does not require Buyer to indemnify H&H for H&H's own negligent or intentional acts or omissions to the extent that doing so would violate applicable law. Buyer and H&H jointly authorize and request any court or arbitrator considering the enforceability of this paragraph to re-write this paragraph so that it requires Buyer to defend, indemnify, and hold H&H harmless to the fullest extent permitted by applicable law. Upon written request of Buyer, H&H shall only be required to name Buyer as an additional insured to the coverage types listed on H&H's standard Certificate of Insurance (available upon request). In no event does H&H waive any rights of subrogation.

**11. Claims Resolution / Governing Law:** Unless H&H elects otherwise, all claims and disputes between Buyer and H&H arising out of or relating to performance of any agreement or breach thereof must be decided by binding arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association (AAA). Demand for Arbitration must be filed in the regional office of the AAA closest to Greensboro, North Carolina, and the filing party must serve such Notice upon the other party in accordance with AAA rules. The procedural and substantive law of the State of North Carolina must apply in and to all arbitration proceedings, and Greensboro, North Carolina, is designated as the sole and exclusive venue for such proceedings. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act. H&H and Buyer agree that their transactions involve interstate commerce. This Agreement shall be governed by and construed solely in accordance with the laws of the State of North Carolina, without regard to principles of conflicts of laws. H&H shall have the sole and exclusive right, at H&H's sole and absolute discretion, to waive the arbitration provision and to elect to litigate any claim or dispute in a court of appropriate jurisdiction. Unless H&H elects another court of appropriate jurisdiction in H&H's sole and absolute discretion, the state courts located in Greensboro, Guilford County, North Carolina, shall be the sole and exclusive forum for any litigation between H&H and Buyer. Buyer consents to the jurisdiction of the state and federal courts located in Greensboro, Guilford County, North Carolina.

**12. Delays / Penalties / Force Majeure:** Delivery dates are approximate and not guaranteed. In no event and under no circumstances whatsoever will H&H be liable for any damages or expenses caused by any failure or delay in making delivery of goods or in performing services hereunder. No penalty clause or liquidated damages of any kind (for delays or otherwise) apply to H&H unless pre-approved in writing by an H&H officer. Furthermore, in no event and under no circumstances whatsoever will H&H be liable under this Agreement for any event of force majeure, including but not limited to, acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages, pandemic, and other causes beyond H&H's reasonable control.

**13. Cancellations / Returns:** If an order is canceled through no fault of H&H, the Buyer shall reimburse H&H for all expenses, costs, damages and losses (including lost profits) incurred by H&H in connection with the order and its cancellation. Goods may not be returned except by written permission of a representative of H&H, and when so returned, shall be subject to handling and transportation charges.

**14. Equal Employment Opportunity / Affirmative Action Clause:** H&H and Buyer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

**15. Government Contracts:** If Buyer's purchase of goods or services is in any way connected to any federal, state, or local government project, which implicates or utilizes any Small, Minority or Disadvantaged Business incentives or qualifications (or other similar laws or regulations), Buyer represents and certifies to H&H that Buyer is performing a commercially useful function on such project. Currently, H&H does not comply with Executive Order 14042 Task Force Guidance as issued September 24, 2021 ("Guidance"). Any H&H bid/proposal is contingent upon Buyer's waiver of the requirements contained in the Guidance when applicable.

**16. Trust Funds:** Buyer agrees that all funds Buyer receives that result from the labor, materials, and/or equipment furnished by H&H will be considered "Trust Funds." Buyer will hold all Trust Funds in trust for the sole and exclusive benefit of H&H. Buyer will segregate Trust Funds from other funds. Buyer will account for all Trust Funds and deliver all Trust Funds to H&H. Buyer will not use Trust Funds for any purpose other than paying H&H.

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services to Be Performed By The Provider.

Relocation of current fan and installation of a second matching fan.

| ITEM                       | QUANTITY | DESCRIPTION   | Price Each | TOTAL PRICE |
|----------------------------|----------|---|------------|-------------|
| A                          | 1        | Ceiling Fan Kit, Powerfoil 8, 24", 400-480V/3PH, 2.0HP, >725W<br>Standard Industrial Mount Kit, 5-9 7/8" Beam Mount, 4' Extension Tube<br>Z-Purlin Assembly Kit, clear zinc<br>Wired Standard Control   | \$9,250.00 | \$9,250.00  |
| B                          | 2        | Industrial Overhead Fan, Standard installation<br>Includes running electric from panel to new fan location + moving power for existing fan<br>One fan removal and relocation included. Lift to be supplied by BAF installer<br>Remove/relocate 3 light fixtures<br>Fire Relay Install and Wire (BAF will not tie into fire panel) |            | \$9,875.00  |
|                            |          |   | Subtotal   | \$19,125.00 |
|                            |          |   | Shipping   | \$400.00    |
| **Does Not Include Taxes** |          |   | Total      | \$19,525.00 |

The prices above for Items "A" and "B" do not reflect taxes.

The sales tax will total \$1366.75

Total Contract value not to exceed \$20,891.75

B. Term of the Agreement.

Install should be completed within 120 days of executed contract.

C. Payment to the Provider.

Payment of \$20,891.75 in full upon completion of install.

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with the County added as the additional insured.
- Workers' Compensation in the amount of \$500,000 employer's liability.
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.

E. Contact Information.

THE COUNTY

AARON CHURCH,  
COUNTY MANAGER  
130 West Innes Street  
Salisbury, NC 28144  
Telephone: 704-216-8180

THE PROVIDER

RANDY NOLAN  
HOFFMAN & HOFFMAN INC.  
1133 Upper Asbury Ave  
Charlotte, NC 28206  
Telephone: 336-252-1810

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

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

Name: Aaron Church  
Title: County Manager

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

THE PROVIDER

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

Name: Randy Nolen  
Title: Manager of Credit, Collections & Billing

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

---

(Signature of County Finance Officer)



## Clean Air. Higher Savings.



Inactivate Airborne Contaminants for Safer Air



Decrease Energy Cost Year - Round



Increase Comfort and Productivity



**HOFFMAN & HOFFMAN, INC.**

Since 1947, Hoffman & Hoffman has been dedicated to meeting the heating, filtration, ventilation, and air conditioning needs of engineers, owners and contractors. We offer systems supplying total job requirements from central plant centrifugal water chillers to ventilation systems to package pumping systems to digital temperature controls to high velocity, low speed fans. We believe in finding innovative and appropriate solutions for every commercial building application. We aim to look beyond profit and act with integrity for the benefit of our customers, business partners, and society.



**BIG ASS FANS®**

In 1999, the Big Ass Fans Company was born. Kind of. Then called the HVLS Fan Co. (that's High Volume, Low Speed - catchy, right?), we first made our mark selling massive ceiling fans that spun slowly but moved astounding amount of air. The fans kept large spaces that lacked air conditioning, such as factories and dairy barns, feeling cool and comfortable - and soon enough, plenty of other customers wanted in. Things moved fast after that (and kept moving). Only a few years later, we officially changed our name after customers kept calling and asking if we made "those big-ass fans." When churches wanted to install fans to keep congregations comfortable, we developed the first silent fan motor to meet their needs.

## Hoffman Comfort Products Team



(855) 786-FANS (3267)



hoffmancomfort@hoffman-hoffman.com



DATE: January 24, 2022

## PROPOSAL



# HOFFMAN

## COMFORT PRODUCTS

*A division of Hoffman & Hoffman, Inc.*

1133 Upper Asbury Ave  
Charlotte, NC 28206

Main: (855) 786-FANS (3267)

Direct: (704) 680-6719

Email - [mark.fitch@hoffman-hoffman.com](mailto:mark.fitch@hoffman-hoffman.com)

| Proposal To    |
|----------------|
| Valerie Steele |

| Project                                 |
|---|
| Rowan County Airport - Food Lion Hangar |

For your consideration, we are pleased to make the following quote to provide equipment for the above project. Although we have exercised due care in estimating the materials, our count is not guaranteed and should be verified by you. Prices can be adjusted accordingly. Hoffman & Hoffman, Inc. extends to Buyer the warranties of the respective manufacturers of the products sold. HOFFMAN & HOFFMAN, INC. ITSELF MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF ANY GOODS SOLD, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All purchase orders are subject to acceptance by Hoffman & Hoffman at its home office, and your acceptance of this quote shall also be deemed as approval by the applicable engineer, architect, and/or owner. THIS PROPOSAL IS SUBMITTED FOR ACCEPTANCE WITHIN 30 DAYS FROM THE DATE OF THE PROPOSAL. Prices are firm after acceptance, provided the Buyer releases the order for production and shipment within 60 days thereafter. Orders released over 60 days after acceptance may be subject to escalation.

| PLEASE NOTE: EQUIPMENT BELOW IS STANDARD FINISH, STANDARD DELIVERY AND STANDARD WARRANTY<br>UNLESS OTHERWISE NOTED. CHANGING QUANTITIES OR SPLITTING SHIPMENTS MAY IMPACT YOUR PRICE. |          |  |              |                    |
|---|----------|--|--------------|--------------------|
| ITEM  | QUANTITY | DESCRIPTION  | Price Each   | TOTAL PRICE        |
| A   | 1        | <b>Ceiling Fan Kit, Powerfoil 8, 24', 400-480V/3PH, 2.0HP, &gt;725W</b><br>Standard Industrial Mount Kit, 5-9 7/8" Beam Mount, 4' Extension Tube<br>Z-Purlin Assembly Kit, clear zinc<br>Wired Standard Control  | \$9,250.00   | \$9,250.00         |
| B   | 2        | <b>Industrial Overhead Fan, Standard installation</b><br>Includes running electric from panel to new fan location + moving power for existing fan<br>One fan removal and relocation included. Lift to be supplied by BAF installer<br>Remove/relocate 3 light fixtures<br>Fire Relay Install and Wire (BAF will not tie into fire panel) |              | \$9,875.00         |
|   |          |  | Subtotal     | \$19,125.00        |
|   |          |  | Shipping     | \$400.00           |
| **Does Not Include Taxes**  |          |  | <b>Total</b> | <b>\$19,525.00</b> |

## FREIGHT: F.O.B. FACTORY

☒ ALLOWED    ☐ ADD
BY: Mark Fitchemail: [mark.fitch@hoffman-hoffman.com](mailto:mark.fitch@hoffman-hoffman.com)

When Hoffman & Hoffman is the seller, Hoffman & Hoffman shall perform its work and/or sell goods only in accordance with its standard Terms and Conditions, which terms are attached and incorporated herein by reference. When a manufacturer is the seller, all sales are subject to the manufacturer's terms and conditions. If you do not have a copy of the Hoffman & Hoffman Terms and Conditions, please request one. THIS PROPOSAL IS SUBMITTED FOR ACCEPTANCE WITHIN 30 DAYS OF THIS DATE.

# POWERFOIL 8

Powerfoil 8 connects you with the top-level performance and expert engineering that define our Powerfoil line. Built to excel in tough environments, it provides the airflow your people need to stay safe and motivated to get the job done. With a powerful, efficient motor and multi-patented airfoil technology, Powerfoil 8 transforms your workspace with comfort and energy savings that last.



## KEY FEATURES

- ▶ **Eight aluminum airfoils** with AirFence® system, winglets, and safety restraints
- ▶ **IP56-rated motor** and helical gearbox for smooth, durable operation
- ▶ **Oversized hub system** machine-cut to evenly distribute load
- ▶ **Improved air circulation** and coverage area from our base HVLS models
- ▶ **Variable speed operation** with resistive touch controller
- ▶ **Plus Hybrid Airfoil** option angles airflow coverage over obstructions

### DIAMETER

**8-24 FEET**  
(2.4-7.3 METERS)

### MOTOR

**INDUSTRIAL GRADE  
WITH DOUBLE  
LIP-SEALED GEARBOX**

### MOUNTING

**I-BEAMS, BAR JOISTS,  
SOLID BEAMS, AND PURLINS**

### WARRANTY

**UP TO  
7 YEARS  
MECHANICAL**

**UP TO  
3 YEARS  
ELECTRICAL**

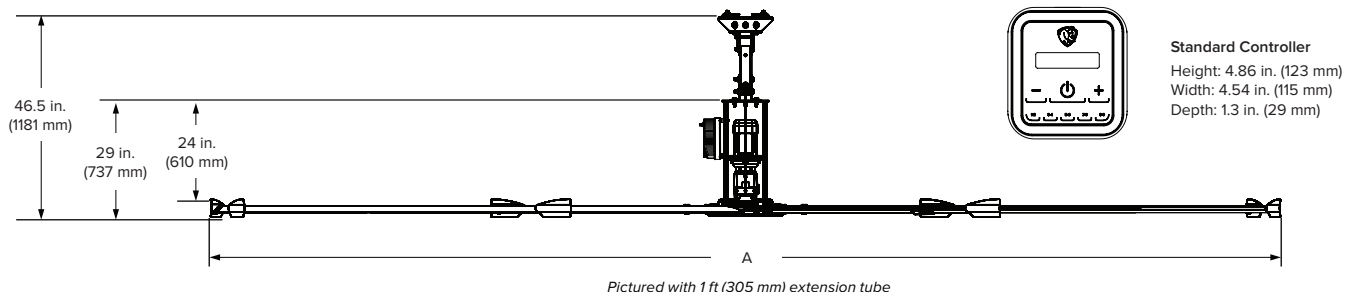
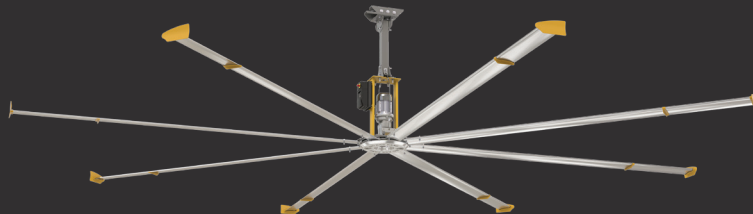


## DISCOVER MORE ABOUT POWERFOIL 8

Learn more at [bigassfans.com/powerfoil-8](https://bigassfans.com/powerfoil-8)  
or call **877.BIG.FANS** for a free custom quote.

# POWERFOIL® 8



A HEAVY-DUTY CEILING FAN WITH INDUSTRIAL-GRADE COMPONENTS



## Technical Specifications

| Fan    | Diameter (A)  | Weight <sup>1</sup> | Max Speed | Input Power and Required Breaker                                     | Motor Horsepower | Airfoil Clearances                                  | Max Operating Temperature |
|--------|---------------|---------------------|-----------|--|------------------|---|---------------------------|
| PF8-08 | 8 ft (2.4 m)  | 135 lb (61 kg)      | 191 RPM   | 100–125 VAC, 50/60 Hz, 1 Φ, 15 A<br>200–240 VAC, 50/60 Hz, 1 Φ, 15 A | 1.0 hp (0.75 kW) | 2 ft (0.6 m) on sides<br>4 ft (1.2 m) below ceiling | 104°F (40°C)              |
| PF8-10 | 10 ft (3 m)   | 150 lb (68 kg)      | 148 RPM   | 200–240 VAC, 50/60 Hz, 3 Φ, 10 A<br>400–480 VAC, 50/60 Hz, 3 Φ, 10 A |                  |   |                           |
| PF8-12 | 12 ft (3.6 m) | 200 lb (91 kg)      | 135 RPM   | 575–600 VAC, 50/60 Hz, 3 Φ, 10 A                                     |                  |   |                           |
| PF8-14 | 14 ft (4.3 m) | 209 lb (95 kg)      | 109 RPM   | 200–240 VAC, 50/60 Hz, 1 Φ, 25 A                                     | 1.5 hp (1.1 kW)  | 2 ft (0.6 m) on sides<br>5 ft (1.5 m) below ceiling |                           |
| PF8-16 | 16 ft (4.9 m) | 224 lb (102 kg)     | 98 RPM    | 200–240 VAC, 50/60 Hz, 3 Φ, 15 A                                     | 2.0 hp (1.5 kW)  | 2 ft (0.6 m) on sides<br>6 ft (1.8 m) below ceiling |                           |
| PF8-18 | 18 ft (5.5 m) | 233 lb (106 kg)     | 86 RPM    | 400–480 VAC, 50/60 Hz, 3 Φ, 10 A                                     |                  | 2 ft (0.6 m) on sides<br>7 ft (2.1 m) below ceiling |                           |
| PF8-20 | 20 ft (6.1 m) | 242 lb (110 kg)     | 76 RPM    | 575–600 VAC, 50/60 Hz, 3 Φ, 10 A                                     |                  |   |                           |
| PF8-24 | 24 ft (7.3 m) | 261 lb (118 kg)     | 60 RPM    |  |                  |   |                           |

## Construction Features

| Airfoils  | Motor and Drive  | Certifications   | Mounting   | Multi-Point Safety <sup>3</sup>  | Colors   |
|---|--|--|--|--|--|
| Eight patented Powerfoil airfoils (mill finish)<br>Powerfoil winglets eliminate wind noise (BAF yellow) | Industrial-grade motor and gearbox feature inline helical-cut gears for efficient, durable, and reliable operation; lubricated for life with synthetic oil<br>Onboard NEMA 4X VFD eliminates RFI and EMI noise |  UL Standard 507 and CSA Standard 22.2 No. 113<br> | Standard upper mount installs to I-beams and bar joists<br>Optional kits allow for mounting to solid beams and purlins | Double safety cable system, airfoil retainers, hub safety clips, Grade 8 hardware, fire relay, guy wires, and airfoil restraint system | Standard colors are silver and yellow. Individualize your fan with one of our classic color upgrades, or work with our design consultants to create a shade that's all your own. |

## Standard Controller

| Construction  | Controls   |
|---|--|
| Made from durable UV-resistant materials<br>Rated IP55<br>Intuitive touchscreen interface | On/Off and variable speed control<br>Password protection<br>Powered by fan drive |

## Standard Controller



<sup>1</sup> Weight does not include mount or extension tube.

<sup>2</sup> Measure the distance from the tip of the winglet to the ceiling or major obstruction.

<sup>3</sup> Airfoil restraint system comes standard on 20–24 ft (6–7.3 m) fans and is an option for smaller diameter fans. The fire relay must be wired during install if required by local code. Guy wires are included with fans that have extension tubes 4 ft (1.2 m) or longer.

Lead times may vary.  
See full warranty for coverage information.



USA  
BIGASSFANS.COM  
877-244-3267

CANADA  
BIGASSFANS.COM  
844-924-4277

AUSTRALIA  
BIGASSFANS.COM/AU  
1300 244 277

SINGAPORE  
BIGASSFANS.COM/SG  
65 6709 8500

MALAYSIA  
BIGASSFANS.COM/SG  
603 5565 0888

# STANDARD SCOPE OF WORK

## Industrial Overhead Fans



This document is a reference tool only. Please consult the installation guide for complete installation instructions and safety guidelines.

### GENERAL

- Includes regular working hours from 7 a.m. to 5 p.m., Monday through Friday. Afterhours charges will apply.
- If applicable, bridge cranes in or near fan installation area must be locked out during fan installation.
- To activate warranty coverage, Check-In and Close-Out forms must be completed and returned to Big Ass Fans.
- Whether provided by Big Ass Fans or the customer, the lift must be an OSHA-approved, two-man scissor lift, unless otherwise specified.
- If the lift is provided by the customer, but is unavailable or in an unsafe condition, Big Ass Fans will order a replacement lift and the customer will be charged for its usage, as well as any resulting downtime.
- Angle iron or other steel added by the installer in commercial or finished (non-industrial) spaces will be painted to match by the installer.
- Wasted trips or delays caused by the customer, including timely access to work area(s), timely delivery of fans to the installers, fan/controller placement indecision, and incomplete customer responsibilities, will result in extra charges.

### NOT INCLUDED IN THIS SCOPE OF WORK

- Use of scaffolding, all-terrain lifts, articulated boom lifts, or specialty lifts
- Clean-up or rework of existing electrical infractions
- Additional local disconnecting means
- Welding or additional structural reinforcement
- Structural engineering charges
- Fire alarm tie-in at the fire control panel
- Repair/replace any type of fireproofing material
- Relocation of obstacles, such as light fixtures, electrical conduits, gas lines, water lines, sprinkler lines, etc.
- Preliminary work for electrical permit, e.g., layouts or additional visits
- Additional permits other than general electrical permit
- Any other requirements beyond details in this Scope of Work

### CUSTOMER RESPONSIBILITY — *MUST BE COMPLETED PRIOR TO BIG ASS FANS' ARRIVAL*

- Receive and store the fan shipment in a safe, dry place until installation.
- IF FIRE RELAY INSTALL NOT PURCHASED: Install fire wire per NEC from the fire control panel to the contact relay at the VFD location.
- Final tie-in to the fire panel. The provided relay requires 20–32 VDC to energize.

### BIG ASS FANS RESPONSIBILITY

- Obtain all required electrical permits and inspections.
- Assemble and mount the complete fan kit to the building structure, including safety cables.
- Install wiring per NEC between the power source and the onboard VFD or fan electronics board, not to exceed 250 linear ft (76.2 m) per fan. Install and wire a junction box within 5 ft (1.5 m) of the fan mounting location per NEC. If installing a Powerfoil X3.0, use an appropriately sized NEMA twistlock receptacle.
- PIVOT 2.0: Attach and secure all cage brackets and adjust the pivot joint to the desired fan direction.
- Install the wall-mounted digital controller to an accessible surface (column, concrete wall, or wood) within 150 ft (45.7 m) of the fan, and run the wire connection to the VFD (in EMT conduit to eave height).
- IF FIRE RELAY INSTALL NOT PURCHASED: Install a contact relay at the VFD location. (If fire relay is purchased, refer to the Fire Relay Scope of Work.)
- Fan startup and operational training.

The installation of HVLS fans in buildings equipped with sprinklers, including ESFR sprinklers, shall comply with the following:

- The HVLS fan shall be centered approximately between four adjacent sprinklers.
- The vertical distance from the HVLS fan to sprinkler deflector shall be a minimum of 3 ft (0.9 m).
- All HVLS fans shall be interlocked to shut down immediately upon receiving a water flow signal from the alarm system in accordance with the requirements of NFPA 72.

**WARNING:** To reduce the risk of electric shock, wiring should be performed by a qualified electrician! Incorrect assembly can cause electric shock or damage the motor and the controller!

**WARNING:** Fan installation must be in accordance with the National Electrical Code, ANSI/NFPA 70, and all local codes. Failure to comply with these codes could result in personal injury or property damage.

**CAUTION:** The Big Ass Fans product warranty will not cover equipment damage or failure that is caused by improper installation by customer.

**WARNING:** The fan should not be installed unless the structure on which the fan is to be mounted is of sound construction, undamaged, and capable of supporting the loads of the fan and its method of mounting. Verifying the stability of the mounting structure is the sole responsibility of the customer and/or end user, and Big Ass Fans expressly disclaims any liability arising therefrom, or arising from the use of any materials or hardware other than those supplied by Big Ass Fans or otherwise specified in the installation instructions which can be found in the installation manual.

# SCOPE OF WORK

## Fire Relay



This document is a reference tool only. Please consult the installation guide for complete installation instructions and safety guidelines.

### GENERAL

- Includes regular working hours from 7 a.m. to 5 p.m., Monday through Friday. Afterhours charges will apply.
- If applicable, bridge cranes in or near fan installation area must be locked out during fan installation.
- To activate warranty coverage, Check-In and Close-Out forms must be completed and returned to Big Ass Fans.
- Whether provided by Big Ass Fans or the customer, the lift must be an OSHA-approved, two-man scissor lift, unless otherwise specified.
- If the lift is provided by the customer, but is unavailable or in an unsafe condition, Big Ass Fans will order a replacement lift and the customer will be charged for its usage, as well as any resulting downtime.
- Angle iron or other steel added by the installer in commercial or finished (non-industrial) spaces will be painted to match by the installer.
- Wasted trips or delays caused by the customer, including timely access to work area(s), timely delivery of fans to the installers, fan/controller placement indecision, and incomplete customer responsibilities, will result in extra charges.

### NOT INCLUDED IN THIS SCOPE OF WORK

- Additional labor or materials needed if fire alarm panel is located in another tenant's suite/area of the building that is not owned or leased by the customer
- Use of scaffolding, all-terrain lifts, articulated boom lifts, or specialty lifts
- Clean-up or rework of existing electrical infractions
- Additional local disconnecting means adjacent to the fan
- Welding or additional structural reinforcement
- Repair/replace any type of fireproofing material
- Relocation of obstacles, such as light fixtures, electrical conduits, gas lines, water lines, sprinkler lines, etc.
- Preliminary work for electrical permit, e.g., layouts or additional visits
- Additional permits other than general electrical permit
- Any other requirements beyond details in this Scope of Work
- Structural engineering charges

### CUSTOMER RESPONSIBILITY — *MUST BE COMPLETED PRIOR TO BIG ASS FANS' ARRIVAL*

- Receive and store the fan shipment and any required fire relay parts in a safe, dry place until installation.
- Provide switched 20–32 VDC power from the fire control panel.
- Final tie-in of the fire alarm cable at the fire control panel and any programming required (to be completed after fans installed).

### BIG ASS FANS RESPONSIBILITY

- Install fire alarm cable (per NEC Article 760) from the fan VFD to the next fan in the chain or to within 5 ft (1.5 m) of fire alarm panel (for the last fan in the chain), not to exceed 250 linear feet (76.2 linear meters).
- Install protective conduit from the fire relay location to ceiling height (where applicable) and free-air installation of fire alarm cable at ceiling height, per NEC.
- Verify fire relay operation using temporary power.

The installation of HVLS fans in buildings equipped with sprinklers, including ESFR sprinklers, shall comply with the following:

- The HVLS fan shall be centered approximately between four adjacent sprinklers.
- The vertical distance from the HVLS fan to sprinkler deflector shall be a minimum of 3 ft (0.9 m).
- All HVLS fans shall be interlocked to shut down immediately upon receiving a water flow signal from the alarm system in accordance with the requirements of NFPA 72.

**WARNING:** To reduce the risk of electric shock, wiring should be performed by a qualified electrician! Incorrect assembly can cause electric shock or damage the motor and the controller!

**WARNING:** Fan installation must be in accordance with the National Electrical Code, ANSI/NFPA 70, and all local codes. Failure to comply with these codes could result in personal injury or property damage.

**CAUTION:** The Big Ass Fans product warranty will not cover equipment damage or failure that is caused by improper installation by customer.

**WARNING:** The fan should not be installed unless the structure on which the fan is to be mounted is of sound construction, undamaged, and capable of supporting the loads of the fan and its method of mounting. Verifying the stability of the mounting structure is the sole responsibility of the customer and/or end user, and Big Ass Fans expressly disclaims any liability arising therefrom, or arising from the use of any materials or hardware other than those supplied by Big Ass Fans or otherwise specified in the installation instructions which can be found in the installation manual.

# TERMS AND CONDITIONS

10/21

**“H&H” shall mean Hoffman & Hoffman, Inc., and its officers, employees, and agents. “Buyer” shall mean the person or entity entering into this Agreement to purchase goods and/or services.**

**1. Controlling Terms & Conditions:** This Agreement, upon Buyer’s acceptance, is limited to the terms and conditions stated herein, despite any additional or conflicting terms and conditions contained in any purchase order, any other document presented by Buyer, or any contract document between Buyer and any third-party (i.e., owner, other contractor, etc.), all of which additional or conflicting terms are hereby rejected by H&H. No waiver of, or modification to, these Terms and Conditions shall be valid unless made in writing and signed by an authorized representative of H&H. H&H salespeople are not authorized to waive or modify any Terms and Conditions. The terms of any written proposal / quote made by H&H (“proposal”) and these Terms and Conditions shall constitute the entire agreement of the parties.

**2. Acceptance:** Any H&H proposal expires if not accepted by Buyer within thirty (30) days from the date of the proposal. Prices are at all times subject to escalation. Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction. Buyer is deemed to have accepted any H&H proposal, including these Terms and Conditions, when Buyer either (a) receives and retains an acknowledgement from H&H without written objection within ten (10) days, (b) accepts delivery of all or any part of the goods ordered, (c) provides to H&H delivery dates, shipping instructions, or other instructions evidencing acceptance, or (d) otherwise executes or assents to any proposal or these Terms and Conditions. If Buyer accepts any proposal, Buyer’s order shall be deemed acceptance of the proposal subject solely to H&H’s terms and conditions. If Buyer’s order is expressly conditioned upon H&H’s acceptance or assent to terms and/or conditions other than those stated herein, return or acknowledgment of such order by H&H with H&H’s Terms and Conditions attached or referenced serves as H&H’s notice of objection to, and rejection of, Buyer’s terms and as H&H’s counter-offer to provide goods or services in accordance with the H&H proposal and H&H’s Terms and Conditions. If thereafter Buyer does not object to H&H within ten (10) days by written notice to Legal@hoffman-hoffman.com, H&H’s counteroffer will be deemed accepted by Buyer. Buyer’s acceptance of all or any part of any goods ordered will constitute Buyer’s acceptance of H&H’s proposal subject to H&H’s Terms and Conditions.

**3. Terms of Payment / Taxes:** Payment is due net thirty (30) days from the date of each H&H invoice to Buyer. Interest at the rate of 1 1/2% per month (or the highest interest rate allowed by applicable law, if lower) may be charged after the 30-day period until payment is received. H&H accepts credit card payments. If Buyer chooses to pay by credit card, Buyer is subject to an additional convenience fee of 3.0% of the total amount paid by credit card. Buyer shall pay all costs of collection incurred by H&H including, but not limited to, reasonable attorneys’ fees, collection fees, and court costs. H&H may suspend all further services and transactions (regardless of their status) without liability if Buyer’s account is more than thirty (30) days past due or if Buyer’s credit, in the sole judgment of H&H, is impaired at any time. Partial invoices may be submitted for any portion of completed work and/or delivered materials. While risk of loss passes to Buyer, Seller will have a purchase-money security interest in all goods (including any accessories and substitutions) purchased under this Agreement to secure payment in full of all amounts due H&H, and the underlying proposal, together with these Terms and Conditions, form a security agreement (as defined by the UCC). Buyer shall keep all goods purchased under this Agreement free of all taxes and encumbrances, shall not remove said goods from their original installation point and shall not assign or transfer any interest in said goods until all payments due H&H have been made. The purchase-money security interest granted herein attaches upon H&H’s acceptance or acknowledgment of this Agreement and Buyer’s receipt of said goods, but prior to installation. Buyer will have no rights to set off against any amounts which become payable to H&H under this Agreement or otherwise. Notwithstanding any Buyer form or document to the contrary, H&H shall not release any rights to make a lien and/or bond claim, or other claim for damages, in connection with goods purchased or services provided until H&H has obtained payment in full for such goods or services and any damages. Furthermore, Buyer is responsible to pay in full for the goods or services provided by H&H regardless of whether such goods or services are funded for Buyer pursuant to any extraneous contract and/or by an applicable project owner or contractor. Unless otherwise agreed by H&H in writing, Buyer shall pay to H&H, in addition to the contract price, all sales, use, excise, privilege or other taxes imposed by any local, state or federal taxing authority payable in connection with the goods or services furnished.

**4. Shipments / Claims:** All shipments of goods are at Buyer’s risk, f.o.b. factory, or if shipped from another location, f.o.b. point of shipment, with charges either allowed, added to invoice, or collected as noted. Any claims for damage or shortage or loss in transit must be filed by Buyer against the applicable carrier. If requested, H&H will reasonably assist the Buyer when making its claim for damages and/or losses while in transit. Claims against factory shortages will not be considered unless made within sixty (60) days after Buyer’s receipt of the goods.

**5. Approval:** H&H shall not be liable in any way should any third party (such as a project architect, engineer, owner, etc.) fail to accept or approve equipment ordered by Buyer. H&H cannot guarantee to meet or equal specifications written around another make of equipment different than that purchased by Buyer.

**6. Warranties and Liability:** Upon H&H’s receipt of payment in full for all amounts owed, H&H extends to Buyer the manufacturer’s warranty (a copy of which is available upon request), and manufacturer’s warranty is in lieu of any warranties contained in any applicable project contract, conditions, plans, or specifications. H&H ITSELF MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, IMPLIED WARRANTIES OF DESIGN OR FITNESS FOR A PARTICULAR PURPOSE. H&H SHALL HAVE NO LIABILITY FOR ANY DIRECT DAMAGES BY REASON OF FAILURE OF THE EQUIPMENT TO OPERATE OR FAULTY OPERATION OR MISUSE OF THE EQUIPMENT, AND UNDER NO CIRCUMSTANCES SHALL H&H BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR LIQUIDATED DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT OR PRODUCTION, LOST DATA, SPOILAGE, DELAY, OR INCREASED COST OF OPERATION. SAID EXCLUSIONS APPLY EVEN IF H&H HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SUCH POSSIBLE DAMAGES WERE REASONABLY FORESEEABLE. H&H does not commit that the equipment sold will effectively control, eliminate, kill or prevent the spread of COVID-19 or other mold, bacteria, virus, or pathogen, and H&H expressly disclaims that the product is fit for this purpose. H&H shall have no liability or duty to defend or hold harmless Buyer or any other third-party with respect to any claim, injury, loss or damage arising from or in connection with COVID-19.

**7. Design and Workmanship:** Buyer acknowledges that H&H is not responsible for the design of goods or services purchased and did not participate in any project design in connection with such goods or services. (a) Goods shall be fabricated in accordance with the contract drawings and specifications furnished by the Buyer and shop drawings approved by Buyer or its representative. (b) H&H shall not be responsible for the suitability, adequacy or legality of use of any designs, plans and specifications, and the Buyer shall indemnify H&H for any loss, damages and expenses incurred by or charged against H&H by reason of any alleged patent or copyright infringement, personal injury or property damage allegedly arising out of the use of designs, plans, and specifications furnished by Buyer for the goods. (c) Once shop drawings are approved by Buyer, Buyer shall reimburse H&H for all expenses resulting from changes thereto. Buyer shall compensate H&H for any and all extra work requested by Buyer and performed by H&H outside the limits of H&H’s proposal. If H&H and Buyer do not reach agreement as to compensation and any change to the project schedule resulting from such extra work, H&H shall not be responsible for the extra work.

**8. Limitation of Remedy:** H&H shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation of equipment by Buyer or any third party. To the extent H&H is liable to Buyer under any legal theory (whether under warranty, negligence, strict liability or contract), Buyer’s sole and exclusive remedy is limited to one of the following, which H&H shall elect in its sole and absolute discretion: (a) repair or replacement of purchased equipment or its parts by H&H or its duly authorized representative or (b) refund of the purchase price. In no event shall H&H’s liability exceed the purchase price paid by Buyer under this Agreement, and Buyer waives all other remedies at law or in equity. Furthermore, Buyer waives any claim with respect to quantity or quality of goods or services purchased, unless Buyer notifies H&H in writing within ten (10) days of the date Buyer discovered, or by reasonable inspection should have discovered, the basis for such claim. In no event shall H&H owe any duty or have any obligation whatsoever to any customer or client of Buyer or to any other third party.

**9. Hazards:** H&H is not responsible for the identification, detection, abatement, encapsulation or removal of hazardous substances, such as (without limitation) asbestos, products or materials containing asbestos, mold, fungi, mildew, or bacteria. At all times now and in the future, H&H takes no responsibility for and makes no representations or warranties concerning any existing or future hazardous substance or condition (i.e., mold) or the remedy or prevention thereof. Furthermore, Buyer has a duty to alert H&H of any known or likely potential hazards at any project site where H&H’s representatives and affiliates may be present in connection with this Agreement.

**10. Indemnification / Insurance:** To the fullest extent permitted by law, Buyer shall indemnify, hold harmless and defend H&H and its officers, employees and agents from and against all claims, demands, liabilities, suits, judgments, awards, or expenses of any kind (including reasonable attorneys’ fees and costs incurred defending such claims or demands, regardless of whether they result in legal action or are prosecuted to final judgment or award), which result or arise from Buyer’s purchase, installation, or use of goods or services provided by H&H, including all claims that goods sold or guidance provided by H&H or its employees contributed to or failed to prevent or control the spread of COVID-19 or other mold, bacteria, virus, or pathogen. To the fullest extent permitted by law, the obligations of defense and indemnification set forth herein shall be binding upon Buyer no matter what the nature of the claim asserted may be (whether it be for negligence, warranty, strict liability, or otherwise) and shall be binding even if H&H is alleged or proven to have acted negligently; provided, however, that Buyer shall have no obligation to provide indemnification to H&H if the claim asserted arises in negligence and is finally adjudicated to have arisen solely from the negligence of H&H. Buyer shall also indemnify and hold harmless H&H from all liability for taxes owing in connection with Buyer’s purchase of goods or services. The obligations and rights to indemnity herein shall not negate, abridge or reduce other such rights or obligations under law. This Agreement does not require Buyer to indemnify H&H for H&H’s own negligent or intentional acts or omissions to the extent that doing so would violate applicable law. Buyer and H&H jointly authorize and request any court or arbitrator considering the enforceability of this paragraph to re-write this paragraph so that it requires Buyer to defend, indemnify, and hold H&H harmless to the fullest extent permitted by applicable law. Upon written request of Buyer, H&H shall only be required to name Buyer as an additional insured to the coverage types listed on H&H’s standard Certificate of Insurance (available upon request). In no event does H&H waive any rights of subrogation.

**11. Claims Resolution / Governing Law:** Unless H&H elects otherwise, all claims and disputes between Buyer and H&H arising out of or relating to performance of any agreement or breach thereof must be decided by binding arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association (AAA). Demand for Arbitration must be filed in the regional office of the AAA closest to Greensboro, North Carolina, and the filing party must serve such Notice upon the other party in accordance with AAA rules. The procedural and substantive law of the State of North Carolina must apply in and to all arbitration proceedings, and Greensboro, North Carolina, is designated as the sole and exclusive venue for such proceedings. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act. H&H and Buyer agree that their transactions involve interstate commerce. This Agreement shall be governed by and construed solely in accordance with the laws of the State of North Carolina, without regard to principles of conflicts of laws. H&H shall have the sole and exclusive right, at H&H’s sole and absolute discretion, to waive the arbitration provision and to elect to litigate any claim or dispute in a court of appropriate jurisdiction. Unless H&H elects another court of appropriate jurisdiction in H&H’s sole and absolute discretion, the state courts located in Greensboro, Guilford County, North Carolina, shall be the sole and exclusive forum for any litigation between H&H and Buyer. Buyer consents to the jurisdiction of the state and federal courts located in Greensboro, Guilford County, North Carolina.

**12. Delays / Penalties / Force Majeure:** Delivery dates are approximate and not guaranteed. In no event and under no circumstances whatsoever will H&H be liable for any damages or expenses caused by any failure or delay in making delivery of goods or in performing services hereunder. No penalty clause or liquidated damages of any kind (for delays or otherwise) apply to H&H unless pre-approved in writing by an H&H officer. Furthermore, in no event and under no circumstances whatsoever will H&H be liable under this Agreement for any event of force majeure, including but not limited to, acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages, pandemic, and other causes beyond H&H’s reasonable control.

**13. Cancellations / Returns:** If an order is canceled through no fault of H&H, the Buyer shall reimburse H&H for all expenses, costs, damages and losses (including lost profits) incurred by H&H in connection with the order and its cancellation. Goods may not be returned except by written permission of a representative of H&H, and when so returned, shall be subject to handling and transportation charges.

**14. Equal Employment Opportunity / Affirmative Action Clause:** H&H and Buyer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

**15. Government Contracts:** If Buyer’s purchase of goods or services is in any way connected to any federal, state, or local government project, which implicates or utilizes any Small, Minority or Disadvantaged Business incentives or qualifications (or other similar laws or regulations), Buyer represents and certifies to H&H that Buyer is performing a commercially useful function on such project. Currently, H&H does not comply with Executive Order 14042 Task Force Guidance as issued September 24, 2021 (“Guidance”). Any H&H bid/proposal is contingent upon Buyer’s waiver of the requirements contained in the Guidance when applicable.

**16. Trust Funds:** Buyer agrees that all funds Buyer receives that result from the labor, materials, and/or equipment furnished by H&H will be considered “Trust Funds.” Buyer will hold all Trust Funds in trust for the sole and exclusive benefit of H&H. Buyer will segregate Trust Funds from other funds. Buyer will account for all Trust Funds and deliver all Trust Funds to H&H. Buyer will not use Trust Funds for any purpose other than paying H&H.



**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:** 04-20-22  
**SUBJECT:** Request to Award Sidearm to Retiring Master Deputy Scott Hylton

---

Request to award sidearm to Master Deputy Scott Hylton who plans to retire on 04-29-22 as allowed by NC General Statute 20-187.2.

Approve request as submitted.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Resolution         | 4/21/2022          | Cover Memo  |

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



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

## Rowan County Board of Commissioners

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

### RESOLUTION

#### ALLOWING RETIRING OFFICER TO PURCHASE SERVICE SIDEARM

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

**WHEREAS**, Master Deputy Scott Hylton has served as a member of the Rowan County Sheriff's Office since June 28, 2012; *and*

**WHEREAS**, Master Deputy Scott Hylton is retiring from the Rowan County Sheriff's Office effective April 29, 2022.

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

This the 2<sup>nd</sup> day of May, 2022.

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Gregory C. Edds, Chairman  
Board of Commissioners

ATTEST:

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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:** Anna Bumgarner and Micah Ennis  
**DATE:** 4/21/22  
**SUBJECT:** Contract New Path Youth Services, Inc for DSS

---

New Path Youth Services, Inc. provides level 2 therapeutic foster care to children in DSS custody.

Attached is the contract for New Path Youth Services, Inc.

The DSS and Purchasing Director request approval for a contract will New Path Youth Services, Inc. for therapeutic foster care not to exceed \$150,000.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| contract           | 4/21/2022          | Cover Memo  |



## ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager  
FROM: Micah Ennis, Director  
DEPT: Social Services  
DATE: 4/12/2022  
SUBJECT: New Path Youth Services, Inc. 22482

### PURPOSE OF CONTRACT:

This vendor provides Level 2 therapeutic foster care to children in DSS custody.

### CONTRACT CERTIFICATION

*By submitting this memorandum, I agree that I have:*

- 1. Read and understand the terms of the contract.*
- 2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.*
- 3. I have secured and attached in MUNIS the Certificate of Insurance.*

  
\_\_\_\_\_  
Signature of Director

4/12/2022  
DATE

**Contract #****Fiscal Year Begins 7/1/2021 Ends 6/30/2022**

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and **New Path Youth Services, Inc.** (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 45-2410588 and DUNS Number (required if funding from a federal funding source). 33551066

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

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

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

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

**3. Effective Period:** This contract shall be effective on 2/1/2022 and shall terminate on 6/30/2022, This contract must be twelve months or less.

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

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 150,000.00. This amount consists of \$ \_\_\_\_\_ in Federal funds (CFDA # \_\_\_\_\_), \$ \_\_\_\_\_ in State Funds, \$ \_\_\_\_\_ in County funds

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

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

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

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$150,000.00.

**6. Reversion of Funds:**

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

**7. Reporting Requirements:**

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

**8. Payment Provisions:**

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

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

**For the County:**

| IF DELIVERED BY US POSTAL SERVICE |                               | IF DELIVERED BY ANY OTHER MEANS |                          |
|-----------------------------------|-------------------------------|---------------------------------|--------------------------|
| Name & Title                      | Micah M. Ennis, Director      | Name & Title                    | Micah M. Ennis, Director |
| County                            | Rowan                         | County                          | Rowan                    |
| Mailing Address                   | 1813 East Innes Street        | Street Address                  | 1813 East Innes Street   |
| City, State, Zip                  | Salisbury NC 28146            | City, State, Zip                | Salisbury NC 28146       |
| Telephone                         | 704.216.8422                  |                                 |                          |
| Fax                               | 704.638.3041                  |                                 |                          |
| Email                             | Micah.Ennis@rowancountync.gov |                                 |                          |

**For the Contractor:**

| IF DELIVERED BY US POSTAL SERVICE |                               | IF DELIVERED BY ANY OTHER MEANS |                               |
|-----------------------------------|-------------------------------|---------------------------------|-------------------------------|
| Name & Title                      | Ricky Taylor/Director/CEO     | Name & Title                    | Ricky Taylor/Director/CEO     |
| Company Name                      | New Path Youth Services, Inc. | Company Name                    | New Path Youth Services, Inc. |
| Mailing Address                   | PO Box 4084                   | Street Address                  | 421 North Long St.            |
| City State Zip                    | Salisbury, NC 28144           | City State Zip                  | Salisbury, NC 28144           |
| Telephone                         | (704) 621-9661                |                                 |                               |
| Fax                               | (704) 919-5983                |                                 |                               |
| Email                             | rtaylor1911@gmail.com         |                                 |                               |

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

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

**11. Disbursements:**

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



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

**12. Outsourcing to Other Countries:**

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

**13. Federal Certifications:**

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

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

*( can be deleted if not needed)*

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

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

|  |                         |
|--|-------------------------|
| Signature <u>Newpath youth service By </u> | Date <u>4.4.22</u>      |
| Printed Name <u>Ricky Taylor</u>   | Title <u>Pres. Unit</u> |

**COUNTY**

|  |                       |
|--|-----------------------|
| Signature <u></u><br>(must be legally authorized to sign contracts for County DSS) | Date <u>4/5/2022</u>  |
| Printed Name <u>Micah Ennis</u>  | Title <u>Director</u> |

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

|   |            |
|---|------------|
| Signature of County Finance Officer _____ | Date _____ |
|---|------------|

## GENERAL TERMS AND CONDITIONS

### Relationships of the Parties

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

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

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

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

### Indemnity and Insurance

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

performance of this contract to the extent permitted by law.

### Default and Termination

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

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

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

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

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

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

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

### **Intellectual Property Rights**

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

### **Compliance with Applicable Laws**

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

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

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

### **Confidentiality**

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

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

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

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

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

### **Oversight**

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

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

## Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT B – Scope of Work      Federal Tax Id. or SSN 45-2410588**  
**Contract #**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: New Path Youth Services, Inc.

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

Telephone Number:                      Fax Number:                      Email:

3. Name of Program (s):

4. Status:            ☐ Public            ☐ Private, Not for Profit            ☒ Private, For Profit

5. Contractor's Financial Reporting Year    January through    December

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential LevelCare III

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

| Standard Board Rates                                   | Monthly Rates |            |         |
|--|---------------|------------|---------|
|  | Age 0-5       | Age 6-12   | Age 13+ |
| Foster Care  |               |            |         |
| Therapeutic Foster Care                                | \$514         | \$654      | \$698   |
| Residential Treatment (Level 2)                        |               |            |         |
| Child Placing Agency                                   | \$1,472       | \$1,637    | \$1,702 |
| Residential Child Caring Institution                   | \$4,318       | \$4,510    | \$4,580 |
| Standard Board and Treatment Rates                     | Daily Rates   |            |         |
|  | Board         | Treatment* |         |
| Residential Treatment Level 3, 0-4 beds                | \$43          | \$232.88   |         |
| Residential Treatment Level 3, 5+ beds                 | \$33          | \$189.75   |         |
| Residential Treatment Level 4, 0-4 beds                | \$43          | \$315.71   |         |
| Residential Treatment Level 4, 5+ beds                 | \$40          | \$315.71   |         |
| *Treatment Rates set by DMA and are subject to change. |               |            |         |

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3<sup>rd</sup> working day of the month and payment is issued no later than the 25<sup>th</sup> day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit  
**CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.**

## H. MUTUAL AGREEMENT

### I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

### II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

#### Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete *Quality Standards Tool* and provide to the County annually. (see attached)
3. Complete *Outcome Data Dashboard* regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

#### Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.



3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

**Communication and Planning:**

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.

11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

### **III. County**

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

#### **Share Information:**

1. Provide the following for each child upon admission:
  - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
  - b. Social Security card (copy of).
  - c. Medicaid card.
  - d. Documentation of custody.
  - e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
  - f. Out-of-home family services agreement.
  - g. Psychological evaluation (if applicable).
  - h. Immunization record.
  - i. Visitation agreement (if applicable).
  - j. Child Health Status Component (DSS-5125-II).
  - k. Education Component (DSS-5245).
  - l. Birth certificate (copy of).
  - m. School enrollment letter (if applicable).
  - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
  - o. Any other forms or information required by the Private Partner.

#### **Provide Services:**

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.

2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

**Communication and Planning:**

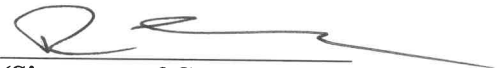
1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.



(Signature of County Authorized Person)

4/5/2022

(Date Submitted)



(Signature of Contractor)

4.4.22

(Date Submitted)

## FEDERAL CERTIFICATIONS


**The undersigned states that:**

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 

☐ He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

**OR**

☐ He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

|  |                                    |
|--|------------------------------------|
| <br>_____<br><b>Signature</b> | President<br>_____<br><b>Title</b> |
| New Path Youth Services / Ricky Taylor<br>_____<br><b>Contractor Name</b>  | 4-4-22<br>_____<br><b>Date</b>     |

**[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]**

### I. Certification Regarding Nondiscrimination

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

### Address

Street

1508 Lane St

City, State, Zip Code

1000001.5, nlc 28083

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

#### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **V. Certification Regarding Lobbying**

**The Contractor certifies**, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

### **VI. Disclosure Of Lobbying Activities**

#### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

**Disclosure Of Lobbying Activities**  
**(Approved by OMB 0344-0046)**

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

|   |   |   |
|---|---|---|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance   | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. Bid/offer/application<br><input type="checkbox"/> b. Initial Award<br><input type="checkbox"/> c. Post-Award   | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><br><b>For Material Change Only:</b><br>Year _____ Quarter _____<br>Date Of Last Report: _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime<br><input type="checkbox"/> Subawardee Tier (if known) _____<br>Congressional District (if known) _____   | <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br>Congressional District (if known) _____   |   |
| <b>6. Federal Department/Agency:</b>  | <b>7. Federal Program Name/Description:</b><br>CFDA Number (if applicable) _____  |   |
| <b>8. Federal Action Number (if known)</b>  | <b>9. Award Amount (if known) \$</b>  |   |
| <b>10. a. Name and Address of Lobbying Entity</b><br><i>(if individual, last name, first name, MI):</i><br><br><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>   | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a.) (last name, first name, MI):</i><br><br><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>  |   |
| <b>11. Amount of Payment (check all that apply):</b><br>\$ _____ actual    planned  | <b>13. Type of Payment (check all that apply):</b><br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other; specify: _____ |   |
| <b>12. Form of Payment (check all that apply):</b><br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____  |   |   |
| <b>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11</b> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary):</i>  |   |   |
| <b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <div style="float: right;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No         </div>  |   |   |
| <b>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b> | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No: _____ Date: _____  |   |
| <b>Federal Use Only</b>   |   | Authorized for Local Reproduction<br>Standard Form - LLL  |


## ATTACHMENT J

### CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)
7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
  - a. Valid current copies of Drivers License for all drivers;
  - b. Current valid Vehicle Registration, for all vehicles transporting clients;
  - c. Driving records for all drivers for the past three years and with annual updates;
  - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
  - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

  
Signature

President  
Title

New Path Youth  
Agency/Organization

4-4-22  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT K

### What is a Private Non Profit Agency?

**Answer:** A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

### What is a 501(c)(3) designation?

**Answer:** When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

### Who can obtain a 501(c)(3) designation?

**Answer:** Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

### How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [ [www.irs.gov/eo](http://www.irs.gov/eo) ]

#### IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service  
Exempt Organizations Determinations  
P.O. Box 2508  
Cincinnati, OH 45201

You may also contact the [Taxpayer Advocate Service](#), an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

### What must a County Department of Social Services/Human Services do?

**Answer:** Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

## Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

**D. Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

**E. Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

**F. Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.



**G. Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName##

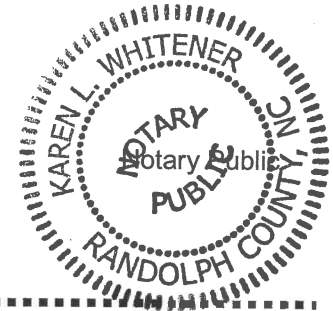
Name of Organization

  
\_\_\_\_\_

Signature of Organization Official

4-4-22

Date

**CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY**State of North CarolinaCounty RandolphI, Karen L. Whitener, Notary Public for said County and State, certify thatRicky Taylor personally appeared before me this day and acknowledgedthat he/she is Ricky Taylor of New Path Youth Services [name of Organization]and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 4<sup>th</sup> day of April, 2022Sworn to and subscribed before me this 4<sup>th</sup> day of April 2022Karen L. Whitener  
(Official Seal)My Commission expires June 24, 2024**Instruction for Organization:****Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.**New Path  
Name of Organization[Signature]  
Signature of Organization Official

## State Certifications

### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check one of the following boxes]
- ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: New path youth services

Contractor's Authorized Agent: Signature [Signature] Date 4-4-22

Printed Name Ricky Taylor Title Pres. & CEO

Witness: Signature [Signature] Date 4-4-22

Printed Name Rachael Gordon Title Case manager

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

## ATTACHMENT N

### Rowan County Department of Social Services/Human Services

#### CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

##### **Certification Regarding Nondiscrimination**

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Meaningful Access for LEP Individuals:** **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.



Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

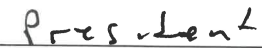
#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

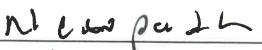
- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

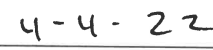
**V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Agency/Organization

  
\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)



## State Grant Certification – No Overdue Tax Debts

**Instructions:** Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

*Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.*

### Entity's Letterhead

[Date of Certification (mmddyyyy)]

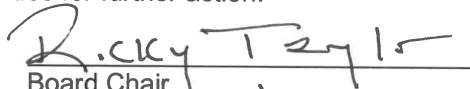
To: State Agency Head and Chief Fiscal Officer

#### Certification:

We certify that the [insert organization's name] does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

#### Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

  
Board Chair  
Director  
[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

  
(Notary Signature and Seal)

My Commission Expires: June 24, 2024

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management at [NCGrants@osbm.nc.gov](mailto:NCGrants@osbm.nc.gov) (919)807-4293.

<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. "Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Shane Stewart  
**DATE:** April 22, 2022  
**SUBJECT:** Schedule Public Hearing for Z 04-22: Red Rock Developments LLC. for May 16, 2022

---

Red Rock Developments LLC. is requesting the rezoning of approximately 384 acres located along the 1700 – 2300 block of Long Ferry Road Salisbury from Rural Agricultural (RA) and Rural Agricultural with an Agricultural Overlay (RA-AO) to Commercial Business Industrial with a Conditional District (CBI-CD) (see below).

Anne Carlton et al. - Parcel ID: 603-113; 23.4 AC; Zoning: RA-AO  
Anne Carlton et al. - Parcel ID: 603-112; 82.5 AC; Zoning: RA-AO  
Nancy Carlton et al. - Parcel ID: 603-045; 22.51 AC; Zoning: RA  
Nancy Carlton et al. - Parcel ID: 603-118; 112.27 AC; Zoning: RA  
Kern Carlton Farms LLC.. - Parcel ID: 603-116; 89.77 AC; Zoning: RA  
Kern Carlton Farms LLC.. - Parcel ID: 603-114; 53.12 AC; Zoning: RA

The conditional district proposes a phased development plan for industrial use consisting of Manufacturing, Transportation, and Wholesale Trade sector uses with a collective building size of 2.66 million square feet.

The Planning Board will consider this rezoning request at their April 25th meeting.

Schedule public hearing for May 16, 2022.

**ATTACHMENTS:**

| <b>Description</b>  | <b>Upload Date</b> | <b>Type</b> |
|---|--------------------|-------------|
| Staff Report  | 4/22/2022          | Exhibit     |
| Long Ferry Road Speculative Industrial Development Overview | 4/22/2022          | Exhibit     |
| Site Plan   | 4/22/2022          | Exhibit     |
| NCDOT TIA Approval  | 4/22/2022          | Exhibit     |
| GIS Map   | 4/22/2022          | Exhibit     |

Application

4/22/2022

Exhibit



## REZONING PETITION: Z 04-22

**Request:** Rezone Apx. 384 acres from RA & RA-AO to CBI-CD for a phased development plan for industrial use consisting of Manf., Transp., & Wholesale-Trade totaling 2.66 million square feet.

**Parcel IDs:** 603-045, 112, 113, 114, 116, & 118

**Location:** 1700 – 2300 block Long Ferry Rd. Salisbury

**Lot size:** Apx. 384 AC

**Owners:** Nancy Carlton et al., Anne Carlton et al., and Kern Carlton Farms LLC.

**Applicant:** Red Rock Developments LLC.

**Watershed:** N/A

**PH II Stormwater:** N/A

**Floodplain:** Adjacent to floodplain but not within.

**Existing Improvements:** None.

### REQUEST

Red Rock Developments LLC. is requesting the rezoning of approximately 384 acres located along the 1700 – 2300 block of Long Ferry Road Salisbury from Rural Agricultural (RA) and Rural Agricultural with an Agricultural Overlay (RA-AO) to Commercial Business Industrial with a Conditional District (CBI-CD) (see Figure 1).

| Owner                   | Parcel ID | Acreage | Current Zoning |
|-------------------------|-----------|---------|----------------|
| Anne Carlton et al.     | 603-113   | 23.40   | RA-AO          |
| Anne Carlton et al.     | 603-112   | 82.50   | RA-AO          |
| Nancy Carlton et al.    | 603-045   | 22.51   | RA             |
| Nancy Carlton et al.    | 603-118   | 112.27  | RA             |
| Kern Carlton Farms LLC. | 603-116   | 89.77   | RA             |
| Kern Carlton Farms LLC. | 603-114   | 53.12   | RA             |

Figure 1

The conditional district proposes a phased development plan for industrial use consisting of Manufacturing, Transportation, and Wholesale Trade sector uses with a collective building size of 2.66 million square feet.

### PROJECT DESCRIPTION

Red Rock is proposing a speculative industrial development consisting of six (6) buildings likely to commence as “shell” buildings where the slab and structure would be initially constructed and a receive a subsequent “upfit” once a tenant is identified. Page 2 of the enclosed “Long Ferry Road Speculative Industrial Development Overview” provided by Red Rock indicate a list of permitted uses within the conditional district specifically in the Manufacturing, Transportation, and Wholesale-Trade sectors. With few exceptions, the proposed use list is permitted by right in the CBI district (refer to Section 21-113 of the Zoning Ordinance).

### PLAN DETAILS

The development overview document along with the site plan provide proposed details

and restrictions that will govern future development within the district. The documents include the following:

- Lots – Six (6) existing parcels would be reconfigured for the proposed six (6) buildings, five (5) of which would have frontage along Long Ferry Road while the remaining parcel for Building C would be served by a sixty (60) foot private easement.

| Building     | Building Size       | Phase | Proposed Year of Completion |
|--------------|---------------------|-------|-----------------------------|
| A            | 550,000 SF          | I     | 2023                        |
| B            | 270, 000 SF         | II    | 2024                        |
| C            | 400,000 SF          | II    | 2024                        |
| D            | 1,100,000 SF        | I     | 2023                        |
| E            | 270,000 SF          | III   | 2025                        |
| F            | 270,000 SF          | III   | 2025                        |
| <b>Total</b> | <b>2,660,000 SF</b> |       |                             |

Figure 2

- Size and Phasing – Three (3) phases of development with two (2) buildings each year totaling 2.66 million square feet with an anticipated completion of 2025 (see Figure 2 and enclosed site plan).
- Appearance – Buildings will be constructed with tilt wall concrete panels similar to that noted on page 3 of the development overview document. Staff Note: Image specifics are for illustration only and not intended to be part of the conditional district.
- Landscaping – Proposed landscaping would be “in a manner that is higher than the requirements of the Zoning Ordinance” and will be throughout the site but does not commit to specifics.
- Lighting – Pole lighting will be a maximum of thirty-five (35) feet in height with light levels not to exceed 0.5 “foot candles” at the property line. (Staff Note: a foot candle is a measurement of light intensity measured at a specific location rather than at the light source). Fixture details were not provided.
- Signage – Proposed signs would be building mounted and / or monument style (base mounted to ground) along with necessary directional signs. No other details were included.

**CONFORMITY WITH ADOPTED  
PLANS / POLICIES**

East Area Land Use Plan (see Figure 3)

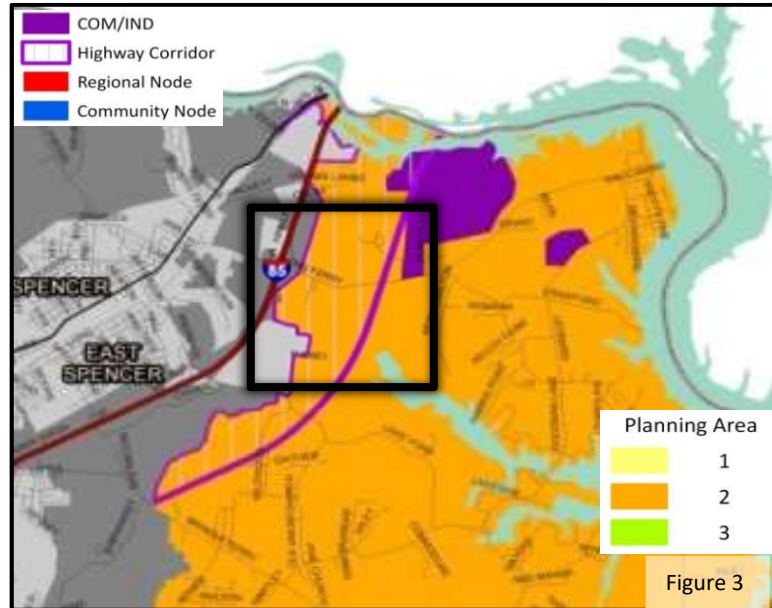
- Located in Area 2 (areas adjacent to municipalities and High Rock Lake).
- Industrial land use applications are discouraged in Area 2 except for industrial districts and the I-85, US 29, and NC 152 corridors.
- Approximately ½ of the 384 acres are located within the one (1) mile I-85 Commercial and Industrial Corridor, which encourages commercial, industrial, and mixed-use development.
- Use of existing of existing and planned water / sewer utilities are encouraged.

- Perimeter landscaping and parking on sides and rear of building is suggested.
- Consider fifty (50) foot buffer for new development outside watershed areas along all streams.

#### CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT

#### Commercial Business Industrial (CBI) – This

zone allows for a wide range of commercial, business and light to medium industrial activities which



support both the local and / or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend “highway business” along identified NC and US highways; community / regional / potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water / sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation. The CBI district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

**Conditional Districts (CD)** – There are instances where certain uses may have significant impacts on the surrounding area and the county which cannot be predetermined and controlled by general district standards. As a result, a general zoning district designation is clearly inappropriate for a property, but a specific use or uses permitted as a conditional district subject to development requirements to address the anticipated impacts would be consistent with the spirit and intent of this chapter. This voluntary procedure must be petitioned by the property owner or their authorized agent as a firm development proposal and not for securing early zoning for tentative uses which may not be undertaken for a long period of time.

#### COMPATIBILITY OF USES

While most of the same uses proposed within the CD are also permitted with Special Requirements in the RA district, a non-residential development in RA would be in the form of a Rural Home Occupation (RHO), which is limited to a maximum building size of 12,000 sq.ft. (see Figure 4). Additional requirements are designed to address compatibility with RHO development in most RA zoned areas.



| MAJOR GROUP                                 | INDUSTRY GROUP         | RA                            | RA-AO                   | CBI-CD         |
|---|------------------------|-------------------------------|-------------------------|----------------|
| Residential                                 |                        | Most Permitted                | Permitted (family only) | Not Permitted  |
| Construction                                |                        | Most Permitted with SR        | Not Permitted           | Not Permitted  |
| Mining                                      |                        | Not Permitted                 | Not Permitted           | Not Permitted  |
| Manufacturing                               |                        | Most Permitted with SR        | Not Permitted           | Most Permitted |
|   | "Heavy Impact Uses"    | Not Permitted                 | Not Permitted           | Not Permitted  |
| Transp., Com., Elec. / Gas, & Sanitary Svc. |                        | Some Permitted with SR or SUP | Not Permitted           | Few Permitted  |
| Wholesale Trade                             |                        | Most Permitted with SR        | Few Permitted           | Most Permitted |
| Retail Trade                                |                        | Most Permitted with SR        | Not Permitted           | Not Permitted  |
| Finance, Ins., & Real Est.                  |                        | Most Permitted with SR        | Not Permitted           | Not Permitted  |
| Services                                    |                        | Some Permitted with SR        | Not Permitted           | Not Permitted  |
|   | Misc. Amusement & Rec. | Few Permitted with SUP        | Not Permitted           | Not Permitted  |
| Public Admin.                               |                        | Few Permitted                 | Not Permitted           | Not Permitted  |

Generalized Groupings for Permitted SIC Categories:  
Most: 100-66% Some: 66-33% Few: 33-0% Not Permitted: 0%

Source: Section 21-113 Table of Uses

Figure 4

## CONDITIONS IN THE VICINITY See Enclosed Map –

### North

- Thirty-two (32) residences along Stoner Morgan Rd.
- Four (4) poultry houses at 399 Stoner Morgan Rd. on 130 acres zoned RA-AO. Property is listed in the Enhanced Voluntary Agricultural District (EVAD).
- Large wooded areas to the northwest.
- Thirty-one (31) residences along Dukeville Rd.
- Duke Energy Buck plant at 1415 Dukeville Rd. totaling 585 acres zoned Industrial (IND).
- Bethel United Methodist Church at 2380 Long Ferry Rd.

### South

- Town Creek / Crane Creek confluence and High Rock Lake cove.
- The Reserve at High Rock Lake subdivision at the end of Kern Carlton Rd.
- *Peter Kern House* – Local Historic Landmark located at 1360 Kern Carlton Rd.

### East

- Thirteen (13) residences along Long Ferry Rd. frontage.
- Twenty-three (23) residences along Kern Carlton Rd. primarily on large lots.

### West

- Thirty-seven (37) residences along the north and south side of Long Ferry Rd.
- 1.7 acre CBI-CD zoned area located 250 feet west at 1690 Long Ferry Rd.
- Mobi-Lodge – 39 space manufactured home park zoned 85-ED-1 consisting of 84  $\frac{3}{4}$  acres.
- 14.6 acre CBI zoned area consisting of 7-Eleven (1215 LFR), Aldi Inc. truck repair (1355 LFR), Salisbury-Rowan Utilities (SRU) water tower (1375 LFR), and High Rock Collision (1555 LFR).
- Chewy Inc. located at 255 Front Creek Rd. consisting of 88 acres generally zoned 85-ED-2.

- Rusher BP located at 1190 Long Ferry Rd. in The Town of Spencer's Extra Territorial Jurisdiction (ETJ).

#### **POTENTIAL IMPACT ON ROADS**

Planning staff analysis on the road impact typically include the following basic information in addition to projected trip generation based on a proposed use(s), if known:

#### **Long Ferry Road (SR 2120) –**

- Classified as a major thoroughfare.
- Most recent Annual Average Daily Traffic (AADT) counts collected in 2019 estimate the following vehicle trips: 6,400 West of Front Creek Rd. and 4,100 East of Dukeville Rd.
- The 2019 Cabarrus-Rowan Metropolitan Planning Organization's (CRMPO) Comprehensive Transportation Plan (CTP) estimates road capacity at 11,700 AADT, which represents a figure primarily based on pavement width (estimated between 22 and 24 feet) and speed limit (45 mph) rather than a single measure of assessing the road's operational capacity.

#### **Trip Generation / Traffic Impact Analysis–**

The developer along with their traffic engineer, Design Resource Group (DRG), identified four (4) land use codes from the Institute of Transportation Engineers (ITE) Trip Generation Manual (10<sup>th</sup> Edition, 2017) based on the proposed uses and assumed building square footage for each as the basis for their required Traffic Impact Analysis (TIA). Figure 5 details the projected weekday trips during the AM Peak Hour (7:00 – 9:00 AM), PM Peak Hour (4:00 – 6:00 PM), and total daily trips projected at complete buildout. For example, one (1) "trip" is calculated by leaving one's home and arriving to work with no other stops along the way. Additional trips are tallied based on subsequent movements leaving the site.

| Land Use                               | Land Use Code | Size             |
|--|---------------|------------------|
| Warehousing                            | 150           | 1,085,280 sq.ft. |
| High-Cube Fulfillment Center Warehouse | 155           | 547,560 sq.ft.   |
| General Light Industrial               | 110           | 750,000 sq.ft.   |
| Manufacturing                          | 140           | 336,960          |

| Trip Generation - Unadjusted Volumes During a Typical Weekday |     |     |        |
|---|-----|-----|--------|
|   | IN  | OUT | TOTAL  |
| AM Peak Hour  | 678 | 303 | 981    |
| PM Peak Hour  | 557 | 803 | 1,360  |
| Daily Trips   |     |     | 11,229 |

Figure 5

|                           | Approach                          | AM Peak Hour |                   |                | PM Peak Hour |                   |                |
|---------------------------|-----------------------------------|--------------|-------------------|----------------|--------------|-------------------|----------------|
|                           |                                   | LOS          | Delay (sec / veh) | Capacity (v/c) | LOS          | Delay (sec / veh) | Capacity (v/c) |
|                           | 2025 Full Build with Improvements |              |                   |                |              |                   |                |
| I-85 SB<br>Ramps & LFR    | Intersection                      | C            | 33                | 0.82           | D            | 40.2              | 0.94           |
|                           | EB - Long Ferry Rd                | C            | 32.5              | -              | D            | 50                | -              |
|                           | WB - Long Ferry Rd                | C            | 31.7              | -              | C            | 28.6              | -              |
|                           | SB - I-85 SB Ramps                | C            | 34.6              | -              | D            | 52.1              | -              |
| I-85 NB<br>Ramps & LFR    | Intersection                      | B            | 16.9              | 0.72           | C            | 22.7              | 0.91           |
|                           | EB - Long Ferry Rd                | A            | 8.3               | -              | B            | 10.6              | -              |
|                           | WB - Long Ferry Rd                | A            | 9.5               | -              | B            | 13.5              | -              |
|                           | NB - I-85 NB Ramps                | D            | 39.8              | -              | E            | 60.8              | -              |
| Front Creek &<br>LFR      | Intersection                      | C            | 26.5              | 0.88           | D            | 53.4              | 1.1            |
|                           | EB - Long Ferry Rd                | C            | 24.3              | -              | C            | 21.2              | -              |
|                           | WB - Long Ferry Rd                | B            | 13.8              | -              | F            | 82.1              | -              |
|                           | NB - Front Creek                  | E            | 72.5              | -              | E            | 78.2              | -              |
|                           | SB - Front Creek                  | C            | 34.5              | -              | D            | 41.9              | -              |
| Stoner<br>Morgan &<br>LFR | EB - Long Ferry Rd                | A            | 0.1               | -              | A            | 0.3               | -              |
|                           | WB - Long Ferry Rd                | A            | 0.1               | -              | A            | 0.1               | -              |
|                           | NB - Bld. E                       | B            | 13.8              | -              | C            | 17                | -              |
|                           | SB - Stoner Morgan                | B            | 12.3              | -              | C            | 15.4              | -              |
| Buck Station<br>& LFR     | EB - Long Ferry Rd                | A            | 0.4               | -              | A            | 0.1               | -              |
|                           | WB - Long Ferry Rd                | A            | 0.1               | -              | A            | 0.1               | -              |
|                           | NB - Bld. F                       | B            | 12.3              | -              | B            | 14.4              | -              |
|                           | SB - Buck Station                 | B            | 13.2              | -              | B            | 11.7              | -              |
| Bld. A / B & C<br>& LFR   | EB - Long Ferry Rd                | A            | 0.9               | -              | A            | 2.5               | -              |
|                           | WB - Long Ferry Rd                | A            | 0.1               | -              | A            | 0.1               | -              |
|                           | NB - Bld. A                       | E            | 37.3              | -              | F            | 1,288.8           | -              |
|                           | SB - Bld. B / C                   | C            | 16.3              | -              | E            | 37.9              | -              |
| Bld. A / D & LFR          | Intersection                      | A            | 9.7               | 0.5            | B            | 14.9              | 0.62           |
|                           | EB - Long Ferry Rd                | A            | 9                 | -              | B            | 15.1              | -              |
|                           | WB - Long Ferry Rd                | A            | 9.7               | -              | B            | 12.5              | -              |
|                           | NB - Bld. A                       | B            | 12.4              | -              | B            | 18.3              | -              |
|                           | SB - Bld. D                       | B            | 13.3              | -              | B            | 16.7              | -              |
| Bld. D &<br>LFR           | EB - Long Ferry Rd                | A            | 0                 | -              | A            | 0                 | -              |
|                           | WB - Long Ferry Rd                | A            | 0.2               | -              | A            | 0.1               | -              |
|                           | NB - Bld. D                       | B            | 14.5              | -              | C            | 19.3              | -              |
| Bld. E &<br>LFR           | EB - Long Ferry Rd                | A            | 0                 | -              | A            | 0                 | -              |
|                           | WB - Long Ferry Rd                | A            | 0.1               | -              | A            | 0.1               | -              |
|                           | NB - Bld. E                       | B            | 12.3              | -              | B            | 14.6              | -              |
| Bld. F &<br>LFR           | EB - Long Ferry Rd                | A            | 0                 | -              | A            | 0                 | -              |
|                           | WB - Long Ferry Rd                | A            | 0.2               | -              | A            | 0.2               | -              |
|                           | NB - Bld. F                       | B            | 11.3              | -              | B            | 13.0              | -              |

Source: DRG TIA pgs. 33-54

Figure 6

DRG studied the following existing intersections with Long Ferry Road in addition to the proposed five (5) new driveway connections: I-85 Southbound Ramp, I-85 Northbound Ramp, Front Creek / Willow Creek Road, Stoner Morgan Road, Buck Station Road. In Figure 6, each intersection was analyzed to determine the project's traffic impact at buildout measured by the average vehicle delay in seconds, for each turn movement along with assigning a letter grade referred to as Level of Service (LOS). Figures provided factor in benefits from the developer required road improvements discussed in the below section. The National Research Council Transportation Research Board's Highway Capacity Manual 6<sup>th</sup> ed. 2016 uses LOS grades as a qualitative measure of effectiveness for signalized and unsignalized intersections (see Figure 7).

| Intersection<br>LOS | Signalized Intersection Control<br>Delay per Vehicle (sec / veh) | Unsignalized Intersection Control<br>Delay per Vehicle (sec / veh) |
|---------------------|--|--|
| A                   | < 10   | < 10   |
| B                   | >10 and <20  | >10 and <15  |
| C                   | >20 and <35  | >15 and <25  |
| D                   | >35 and <55  | >25 and <35  |
| E                   | >55 and <80  | >35 and <50  |
| F                   | >80  | >50  |

Source: TIA reference. to NRC Highway Capacity Manual 6th ed.

Figure 7

Signalized intersections are also measured with a volume to capacity ratio for the AM / PM peak periods with 1.0 meaning the intersection would function at full capacity. Staff Note: some of the values for building access roads in Figure 6 may be slightly skewed due to the changes in driveway locations from the initial TIA. Staff Note: Figures used in the TIA are based on anticipated type and size of development which could warrant subsequent review by DOT staff should significant change in these assumptions occur.

**Required Road Improvements** – On February 3, 2022, DOT approved the TIA findings and required the following improvements along the corridor (see enclosed):

- Install three (3) traffic signals on Long Ferry Road at the intersections with the I-85 Southbound Ramp, Northbound Ramp, and Front Creek Road / Willow Creek Road;
- A fourth (4<sup>th</sup>) traffic signal may be required at the driveway for Buildings A & D at the discretion of DOT;
- Addition and extension of various right and left turn lanes added along Long Ferry Road, Front Creek Road, and the I-85 ramps.

These improvements would be a condition of the driveway permit(s) enforced by DOT. According to surveying and engineering information, the developer indicated sufficient public right of way is currently available to accommodate the proposed road improvements. The Congestion

Management section of DOT stated the TIA indicated the development will consume available capacity of Long Ferry Road and that additional future development may exceed capacity resulting in the need to widen the road. It is worth noting the existing Long Ferry Road bridge over I-85 is approximately 41 feet wide exclusive of shoulders and currently supports one travel lane each for west and eastbound traffic and portions of northbound and southbound lane tapers. Additional lanes needed beyond the above required by DOT would require a new bridge over I-85.

**Long Ferry Road Corridor Study** – The county has recently selected a consultant to perform a corridor study for Long Ferry Road between North Salisbury Avenue (US 29) in Spencer and Leonard Road (SR 2168). The study is charged with evaluating existing vehicular and truck traffic with potential non-residential development along the corridor. Study goals include identifying and providing cost effective solutions to mitigate traffic impacts, provide a suggested road design(s) that fosters economic development, and develop land use policies to preserve the corridor’s integrity. Staff anticipates study completion in the Fall of this year.

**CTP Map** – The idea of loop type road around Salisbury appeared in the 1974 DOT Salisbury Thoroughfare Plan (and possibly prior documents) with the identification of new recommended road segments constructed on the northern and eastern sides of the city. The 1999 DOT Salisbury Thoroughfare Plan refines these locations into a functional loop road concept using Jake Alexander Blvd. and proposing a continuation of the road on new alignment from US 601 to Long Ferry Road to the north and Stokes Ferry Road to Long Ferry Road to the south and east. These locations appear identical to the current CTP map noted in Figure 8.

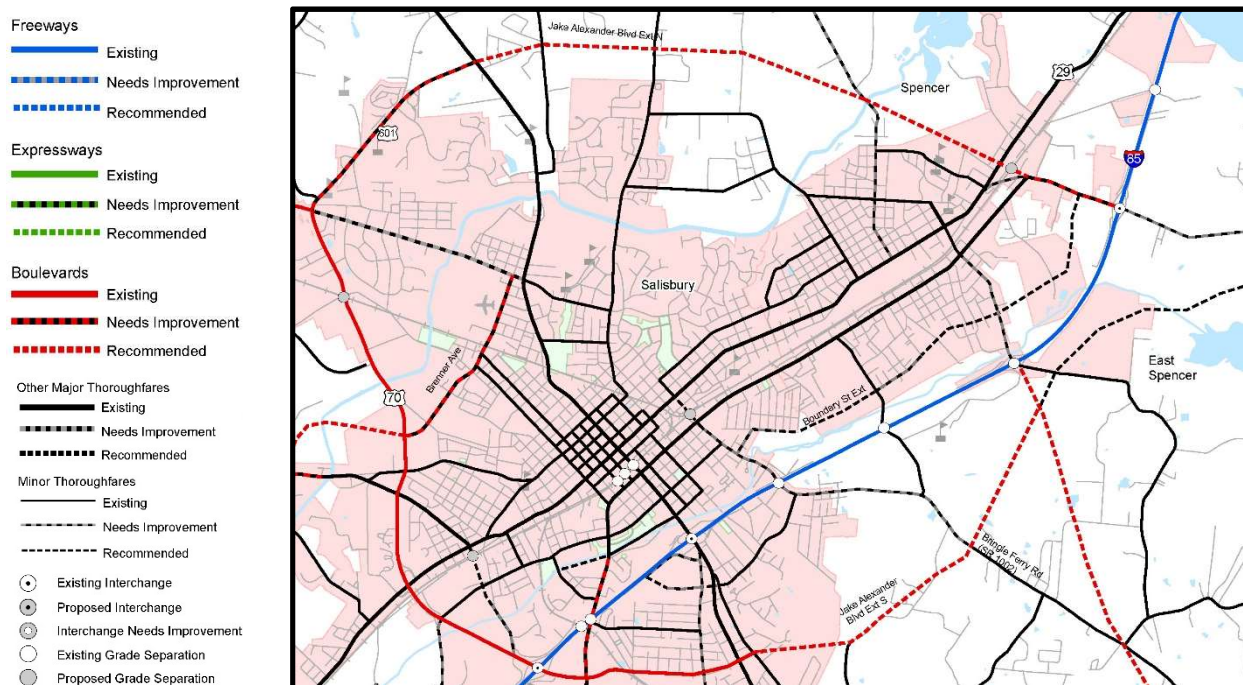


Figure 8

The potential future Jake Alexander Blvd. extension is currently depicted through many developed areas such as Jacobs Terrace Subdivision off Innes St. and Aldi distribution on Old Union Church Rd.; two (2) major stream crossings with Grants Creek and Crane Creek; and the subject property. Without a more specific alignment identified, it would be difficult and potentially problematic to accommodate a future right of way reservation through the project area.

**POTENTIAL IMPACT ON SCHOOLS**

N/A. Current RA zoning would permit one (1) dwelling unit per 10,000 sq.ft. lot with public water and sewer while the proposed conditional district would not permit any residential use.

**POTENTIAL IMPACT ON UTILITIES**

**Public Water** – This development would be served by an existing 12” public water line (potable) owned by the county extending along the south side of Long Ferry Road. A second 12” public water line (non-potable) for fire suppression planned for extension from the water tower at 1375 Long Ferry Road to run concurrent with the proposed sewer line extension. According to Salisbury-Rowan Utilities (SRU) staff, sufficient capacity is available to serve the proposed development.

**Public Sewer** – The developer is proposing to construct a 4” public sewer force main and one (1) pump station to convey sewer to an existing 16” gravity line behind Chewy. SRU staff indicated sufficient capacity is available to serve the proposed development and other potential needs in the basin.

**Stormwater** – This property is not located within a Phase II stormwater area identified by the North Carolina Department of Environmental Quality (DEQ). However, the developer is proposing a series of stormwater ponds throughout the site to address runoff impacts.

**ENVIRONMENTAL**

On October 11, 2021, ESC Southeast, LLP. prepared a Phase I Environmental Assessment (ESA) for the developer, which included the rezoning area and portions of the Mobi Lodge and ALCOA property to the southwest near the sewer extension. In conclusion, the ESA did not identify existing environmental concerns with the property. Additionally, on October 25, 2021, ESC Southeast, LLP. prepared a wetland delineation report to identify streams and wetland areas on the property. Study results suggest the area contains eighteen (18) potentially jurisdictional streams totaling 14,323 linear feet and twelve (12) potentially jurisdictional wetlands totaling 9.2 acres. Three-fourths of wetland acres are located located outside the subject property along with portions of the stream segments.

Site plan details indicate the land use plan recommended fifty (50) foot stream buffer along all potentially jurisdictional streams. One (1) encroachment is proposed at the northeast corner of Building A along the truck driveway and, although not shown on the site plan, one or more likely for sewer service.



**Floodplain** – The rezoning area does not contain any areas within a regulated floodplain but utility extensions from the west could require a floodplain development permit. Planning Staff will ensure proposed line extensions comply with the flood ordinance.

#### DECISION MAKING

In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Board of Commissioners in a rezoning decision is “whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance.” Additionally, the board “shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.”

#### PROCEDURES

The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest. Planning Staff will provide the Planning Board recommended statement for the public hearing.

#### PUBLIC NOTICE

**March 1<sup>st</sup>** – Red Rock held a community meeting at the Miller Ferry Fire Department. According to Red Rock, general comments received included concern regarding loss of farmland, traffic, and one (1) citizen did not support the project.

**April 12<sup>th</sup>** – Letters mailed to 138 area property owners (see Figure 9).

**April 12<sup>th</sup>** – Three (3) signs posted on property.

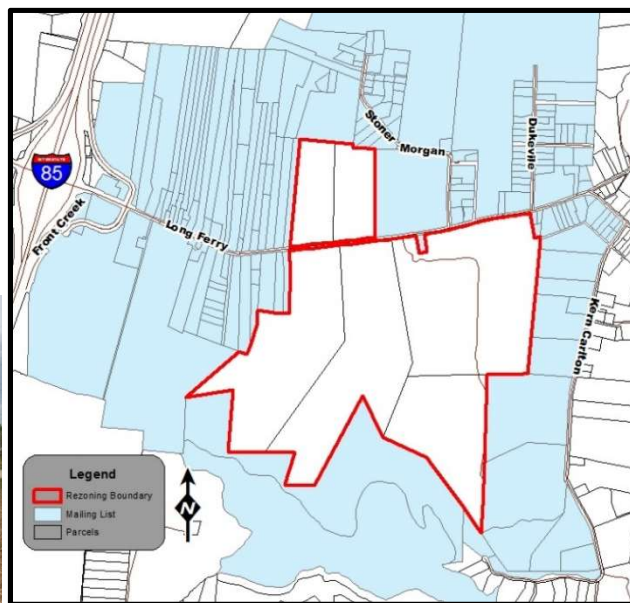


Figure 9

**April 14<sup>th</sup>** – Request posted on department website.

#### STAFF COMMENTS

For many years, the Carlton property has been recognized by the Rowan County Economic Development Commission for its non-residential potential and assemblage of nearly 400 acres of contiguous property. When public sewer was extended under I-85 to Chewy, public water along Long Ferry Road, and the completion of eight (8) lanes for I-85 around 2020, the site evolved into one of the top industrial sites in the county and important for Northern Rowan. As evidenced from the road impact section, this project is anticipated to consume available capacity for Long Ferry Road based on the assumptions used in the TIA. Developer required road improvements were identified to mitigate traffic impacts on

the area as a condition of their driveway permit. DOT approval specified change in development plans related to land use, size, phasing, or other factors that impact the integrity of the TIA, may require an updated TIA and additional road improvements.

It is worth noting there are a limited number of large “speculative” non-residential zoned areas that are undeveloped (e.g. Statesville Blvd. and a scatter of 85-ED zones along I-85).

|              | Non-Residential Zoning <sup>1</sup> | Residential Zoning <sup>2</sup> | Municipal Zoning <sup>3</sup> | High Rock Lake <sup>4</sup> | Total  |
|--------------|-------------------------------------|---------------------------------|-------------------------------|-----------------------------|--------|
| Square Miles | 19.79                               | 391.32                          | 100.70                        | 12.08                       | 523.89 |
| % of County  | 4%                                  | 75%                             | 19%                           | 2%                          | 100%   |

Figure 10

- 1- RS, RR, RA, MHP, and MFR along with overlay areas  
 2- 85-ED-1 through 4, IND, CBI, NB, and INST along with overlay areas  
 3- Town and ETJ limits  
 4- Acreage within High Rock Lake portion of Rowan County Boundary

Figure 10 indicates only 4% of the county is zoned for non-residential use, which is somewhat to be expected but is also a reminder when considering rezoning requests.

One major benefit with the limited acreage is the opportunity provided by a conditional district request. Plans submitted addressed many staff comments but may incorporate others from the public, Planning Board, or Board of Commissioners in the form of a condition of mutual agreement between the applicant and county. Staff would offer the following additional conditions for consideration (if approved):

1. Reserve twenty (20) feet along the south and north side of Long Ferry Road for future transportation needs;
2. Provide plan for berm and / or landscaping along Long Ferry Road frontage and within front and side parking lot islands;
3. Identify width for all references to retained vegetation. Indicate proposed landscaping details in the form of length / width, spacing, and general type along project perimeter;
4. Update typical road section for cross access easement to include stone base and pavement depth to meet DOT construction standards for industrial use;
5. Eliminate SIC subgroups within the applicant’s development overview document identified as either special uses or not allowed. Eliminate SIC 5159, Farm Product Raw Materials; and
6. Outdoor storage must be located behind a building or otherwise screened with an opaque fence or evergreen vegetation from adjoining properties and Long Ferry Road.

ENCLOSURES

1. Staff report
2. Rezoning applications

- 3.Statement worksheet
- 4.Long Ferry Road Speculative Industrial Development Overview
- 5.DOT TIA review letter
- 6.Site Plan
- 7.GIS Map

**Long Ferry Road Speculative Industrial Development  
Development Overview  
April 4, 2022**

**Project Description**

The project anticipates the development of six (6) speculative industrial buildings on approximately 380 acres. Five (5) of the buildings will be on the south side of Long Ferry Road and the remaining building will be constructed on the north side of Long Ferry Road. The buildings will be initially constructed as shell buildings. Once tenants for each building are identified, the buildings will be upfit based upon their needs.

The project will be developed in three (3) Phases. The first phase will see the construction of a +/- 1,100,000 square foot building on the south of Long Ferry Road as well as a +/- 550,000 square foot building on the north side of Long Ferry Road. The second phase is anticipated to see the construction of two (2) buildings on the south side of Long Ferry Road; +/- 270,000 square feet and +/- 400,000 square feet. The third phase is anticipated to see the construction of two (2) buildings on the south side of Long Ferry Road; +/- 170,000 square feet and +/- 170,000 square feet.

Anticipated completion of each phase:

- Phase I                2023
- Phase II              2024
- Phase III             2025

**Buildings (see rendering)**

The buildings will be designed as tilt wall concrete panels. Details will be added to the buildings to break up long exterior walls through color, articulation, or both. The development will have a consistent standard and provide for an upscale industrial development. Building entrances will be clearly defined at the front of each building.

Employee parking and truck courts will be separated to provide for the safety of the employees.

**Landscaping**

Adjacent residential uses will be screened and buffered in a manner that is higher the requirements of the Rowan County Zoning Ordinance. Screening and buffering will be achieved through maintaining existing vegetation, new plantings, or a combination of both.

Each site will also include planting though out the site to include but limited to entrances, roadways, employee parking lots and truck courts. Landscaping will be achieved at higher level than the existing Rowan County Zoning Ordinance.

**Traffic and Access**

The project has completed a Traffic Impact Analysis in conjunction with NCDOT. Road improvements will be constructed along Long Ferry Road in accordance with the requirements of the approved review from NCDOT. Access into the development will be consistent with the approval of NCDOT.

## Site Lighting and Signage

The project lighting will be a maximum of 35' high poles and designed to achieve between 0 and 0.5 footcandles at the property line.

The project will have monument signs along Long Ferry Road and building signage that designates the user of the building. Way finding signs or informational signage will also be incorporated into the project.

## Anticipated Days and Hours of Operation

Since the project is speculative and end users can not be determined at this time. As such, hours of operations and days of operations can not be determined until end users for each are identified.

## Table of Uses Consistent with the base CBI Zoning District

P – Permitted

SR – Special Requirement

| SIC  | Use   | Classification |
|------|---|----------------|
| 20   | Food and kindred products   | P              |
| 23   | Apparel & Other finished products made from fabrics & similar material                          | P              |
| 27   | Printing, publishing, allied industries   | P              |
| 284  | Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations | P              |
| 34   | Fabricated Metal products, except machinery and transportation equipment                        | P              |
| 35   | Industrial and commercial machinery and computer equipment                                      | P              |
| 36   | Electronic and other electrical equipment and components, except computer equipment             | P              |
| 37   | Transportation equipment  | P              |
| 39   | Miscellaneous manufacturing industries  | P              |
| 42   | Motor Freight transportation and warehousing  | P              |
| 421  | Trucking  | P              |
| 47   | Transportation Services   | P              |
| 50   | Wholesale trade, durable goods  | P              |
| 5032 | Brick, stone & related construction materials   | P              |
| 5083 | Farm & garden machinery & equipment   | P              |
| 51   | Wholesale trade, nondurable goods   | P              |
| 5159 | Farm product raw materials  | P              |
| 5191 | Farm supplies   | P              |





**1,000,000 sf**



**542,000 sf**





**TIMMONS GROUP**

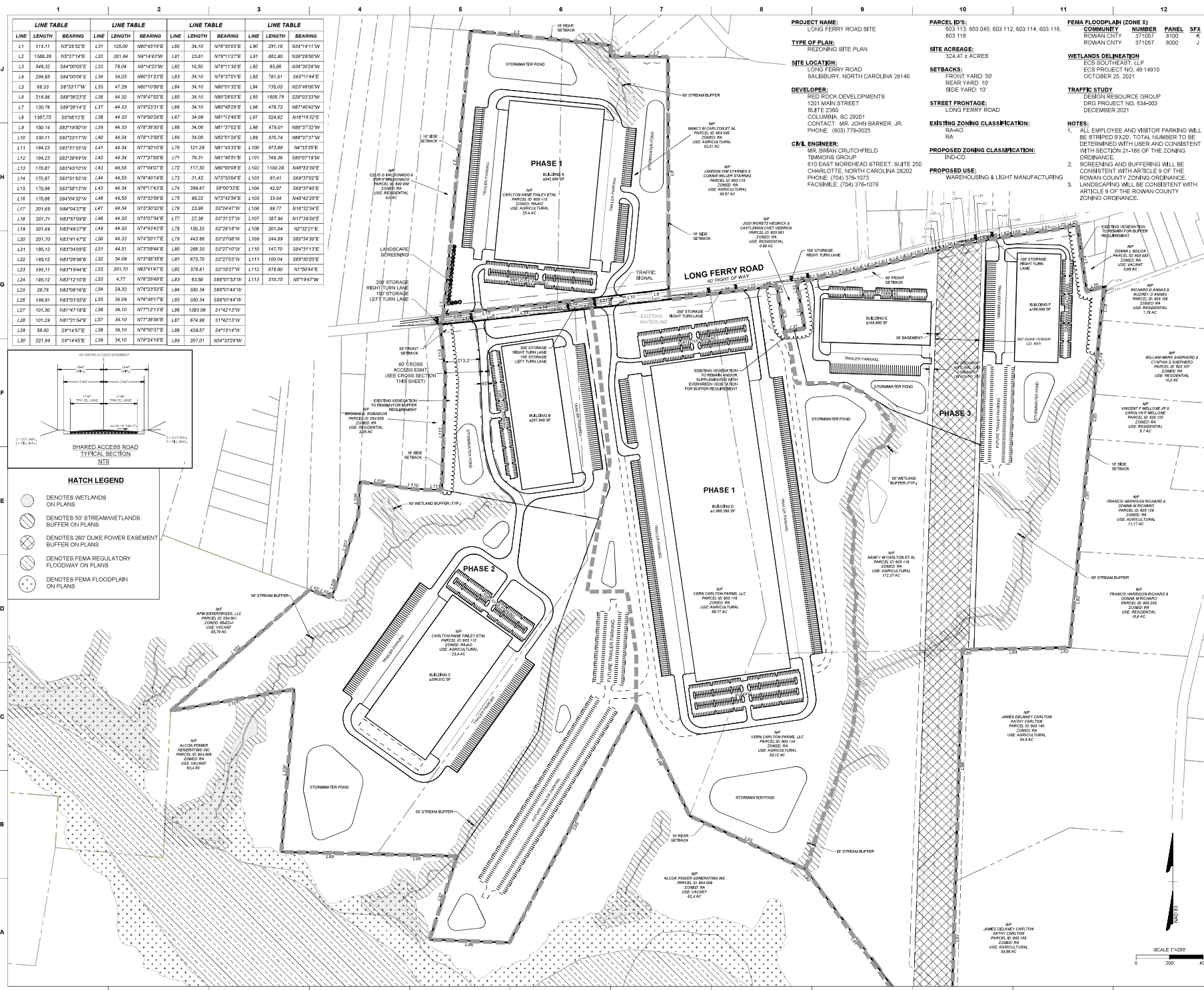


## ROWAN COUNTY, NC

PROJECT No: \_\_\_\_\_ 49583  
DRAWN BY: \_\_\_\_\_ AHB  
CHECKED BY: \_\_\_\_\_ BVC  
SCALE: \_\_\_\_\_ AS SHOWN

## REZONING SITE PLAN

RZ-01





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

February 3, 2022

Rowan County

Subject: Long Ferry Road Site- Red Rocks Development

Red Rock Investment Partners, LLC  
328 Prestwick Dr  
Hoschton, GA 30548

Mr. Jay Matey,

The Department has completed a review of the Traffic Impact Analysis (TIA) for the proposed Long Ferry Road Site located in Rowan County. Based on the TIA findings and in accordance with the guidelines set forth by the NCDOT Policy on Street and Driveway Access Manual, the following improvements shall be required to mitigate the traffic impacts of the proposed development on NCDOT facilities:

## Phase I:

### Long Ferry Road and Access A

- Construct a Long Ferry Rd eastbound left turn lane with 150' of storage and the appropriate taper.
- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 125' of storage and internal protected stem.

### Long Ferry Road and Access B

- Construct a Long Ferry Rd eastbound left turn lane with 200' of storage and the appropriate taper.
- Construct a Long Ferry Rd eastbound right turn lane with 150' of storage and the appropriate taper.
- Construct a Long Ferry Rd westbound left turn lane with 100' of storage and the appropriate taper.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION 9/ DISTRICT 1  
4770 SOUTH MAIN STREET  
SALISBURY, NC 28147

*Telephone:* (704) 630 3200  
*Fax:* (704) 639-7566  
*Customer Service:* 1-877-368-4968

*Website:* [www.ncdot.gov](http://www.ncdot.gov)

*Location:*  
4770 SOUTH MAIN STREET  
SALISBURY, NC 28147

- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 125' of storage and internal protected stem.
- Construct a site access on the south side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.
- Monitor for signalization at full build out.

#### **Long Ferry Road and Access C**

- Construct a Long Ferry Rd eastbound right turn lane with 200' of storage and the appropriate taper.
- Construct a site access on the south side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

#### **Long Ferry Road and Front Creek Road**

- Install a traffic signal.
- Construct a Long Ferry Rd westbound left turn lane with 100' of storage and the appropriate taper.
- Construct a Long Ferry Rd eastbound left turn lane with 100' of storage and the appropriate taper.
- Extend the eastbound right turn lane on Long Ferry Rd from I-85 NB ramps to Front Creek Rd intersection.
- Construct a Front Creek Rd northbound dedicated left turn, along with a combination left-thru-right lane with 350' of storage and the appropriate taper.

#### **Long Ferry Road and I-85 NB Ramps**

- Install a traffic signal.
- Extend the westbound right turn lane on Long Ferry Rd from I-85 NB ramps to Front Creek Rd intersection.
- Construct an I-85 NB ramp northbound right turn lane with 500' of storage and appropriate taper.
- Restripe the Long Ferry Rd eastbound left turn lane to provide 175' of storage and the appropriate taper.

#### **Long Ferry Road and I-85 SB Ramps**

- Install a traffic signal.
- Extend the westbound left turn lane on Long Ferry Rd to provide 350' of storage and appropriate taper.
- Construct an additional Long Ferry Rd westbound left turn lane with 100' of storage and appropriate taper.
- Extend the I-85 SB ramp southbound left turn lane to provide 475' of storage and appropriate taper.
- Construct an additional lane on the I-85 SB on-ramp to receive the dual left turning movements.

### **Phase II:**

#### **Long Ferry Road and Access A**

- Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.
- Construct a Long Ferry Rd westbound left turn lane with 100' of storage and the appropriate taper.
- Construct a site access on the south side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and 200' of internal protected stem.

### **Phase III:**

#### **Long Ferry Road and Access D**

- Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.
- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

#### **Long Ferry Road and Access E**

- Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.

- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

#### **Long Ferry Road and Access F**

- Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.
- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

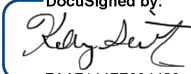
#### **Long Ferry Road and Access G**

- Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.
- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

The above referenced improvements shall be designed and submitted as part of the NCDOT Driveway Permit Application package. This TIA and the recommended improvements have been analyzed based on the land-use, size, and phases of the proposed facility. If any of these factors change as the development progresses, the Department reserves the right to require an updated traffic study and/or additional roadway improvements to mitigate the site's traffic. Please reach out to the NCDOT District Office to discuss potential changes to this development proposal and what impacts it may have on improvements listed above.

**If you have any questions or concerns regarding these requirements, please contact our office at 704-630-3200.**

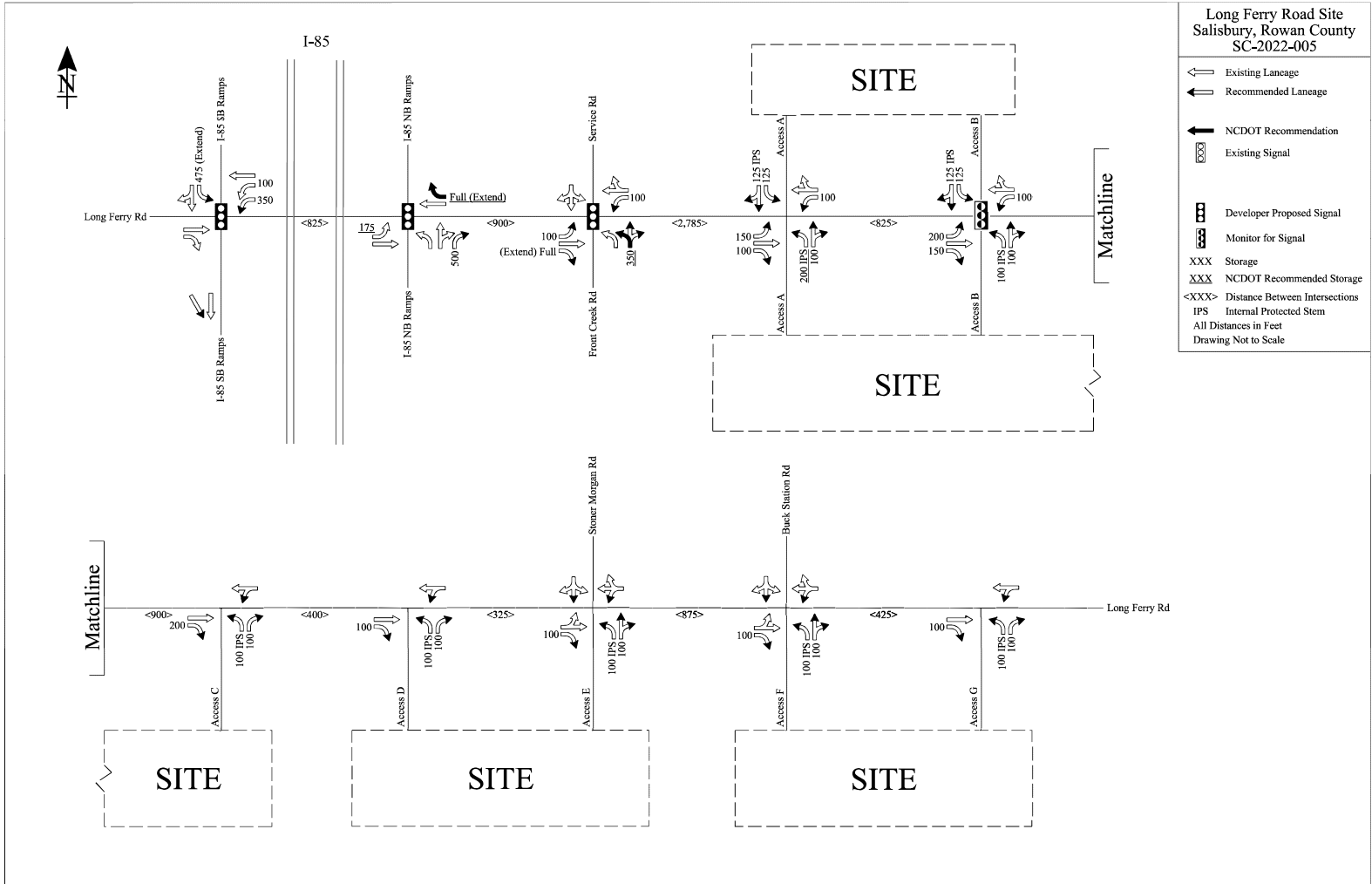
Sincerely yours,

DocuSigned by:  
  
 7AA7144FE694423...  
 Kelly Seitz, PE  
 District Engineer

PKS: etg

#### **Attachments(s)**

cc: Mr. Ed Muire, Rowan County Planning & Zoning  
 Mr. Shane Stewart, Rowan County Planning & Zoning  
 Mr. Greg Edds, Rowan County Commissioners Chairman  
 Mr. S.P. Ivey, PE, Division Engineer  
 Mr. J.P. Couch, PE, Division Traffic Engineer  
 Mr. Randy Goddard, PE, Design Resource Group  
 Mr. Brian Crutchfield, PE, Timmons Group  
 Mr. Todd Ward, Red Rock Investment Partners







# Z 04-22: Red Rock Developments LLC.

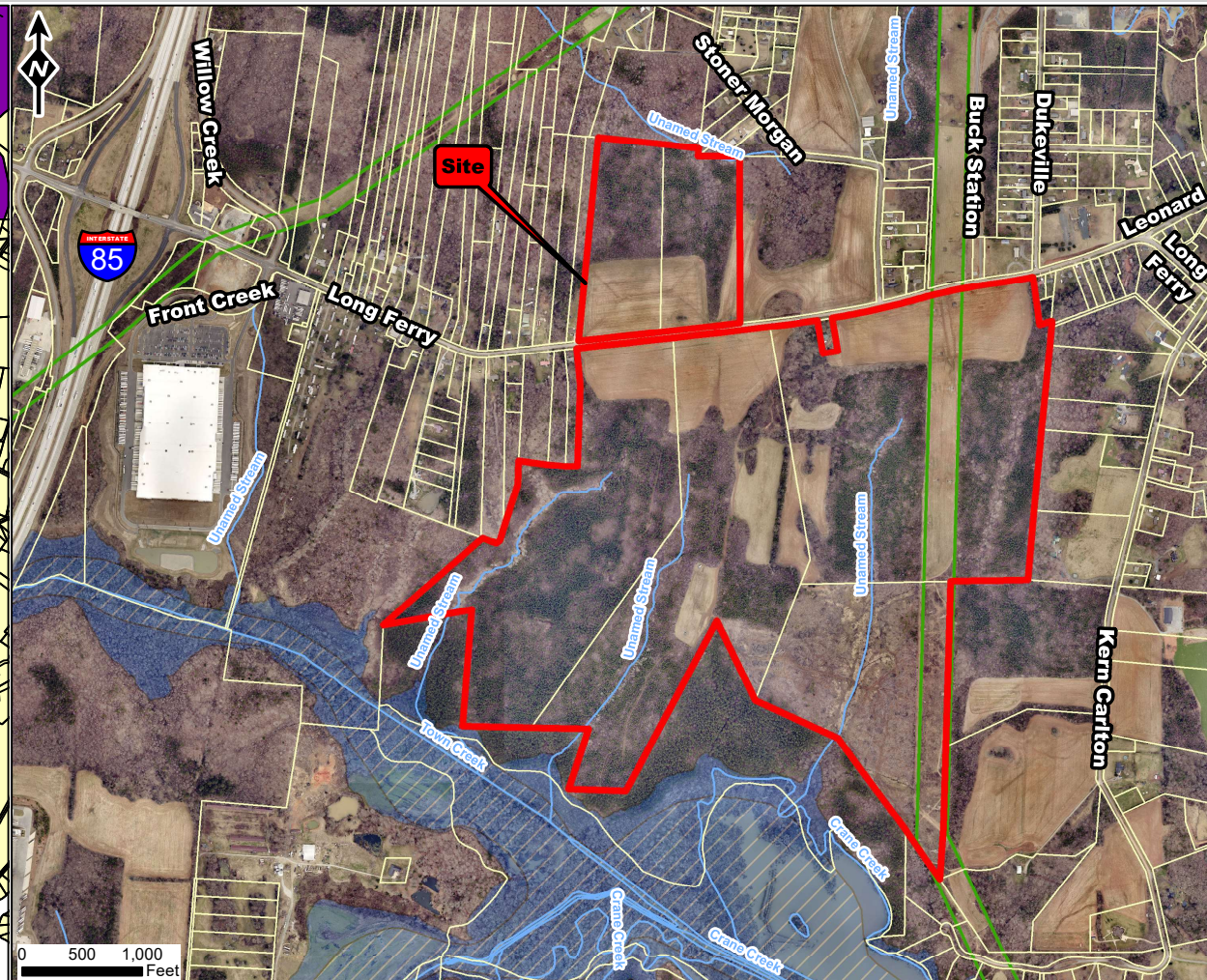
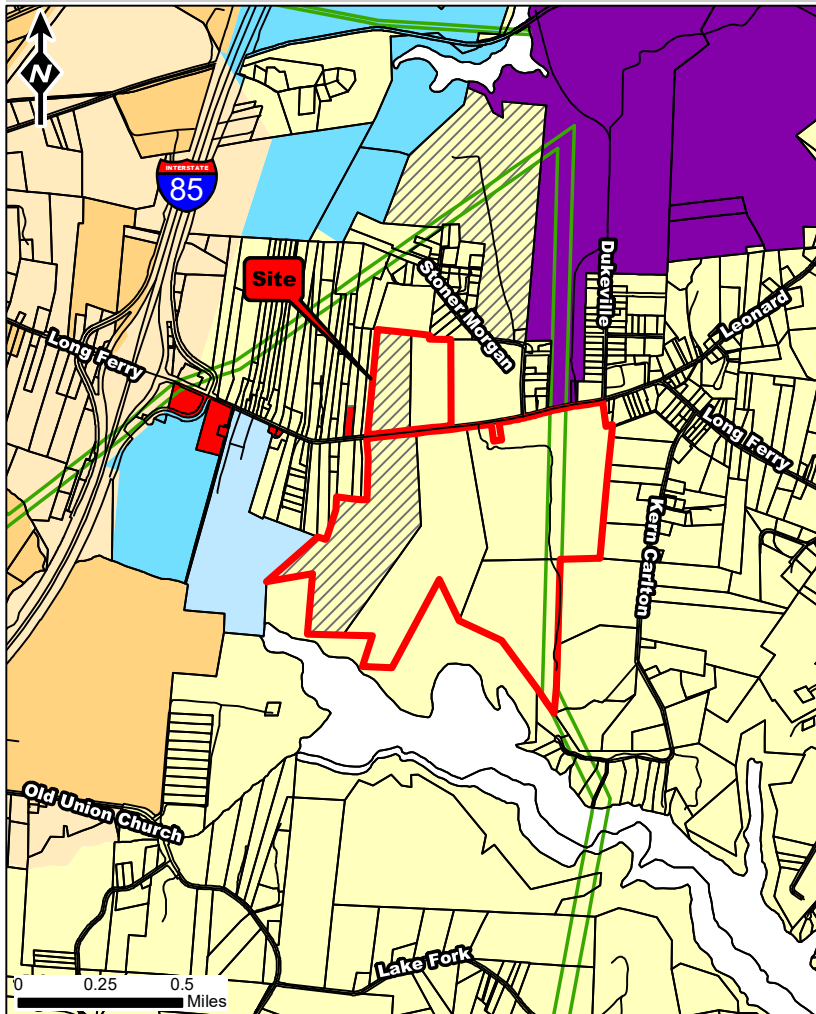
## LEGEND

| ZONING | RA    | CBI | 85-ED-1 |
|--------|-------|-----|---------|
|        | RA-AO | IND | 85-ED-2 |

|                                |                       |
|--------------------------------|-----------------------|
| Site                           | City Limits           |
| Parcels                        | ETJ                   |
| Roads                          | Feb. / Mar. 21 Aerial |
| Duke Energy Transmission Lines |                       |

|                  |
|------------------|
| Streams          |
| AE Floodplain    |
| AE with Floodway |

Prepared by Rowan County Planning & Development Department April 12, 2022







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

Case # Z 04-22  
Date Filed 4/7/22  
Received By BB  
Amount Paid \$ 300  
Office Use Only

## REZONING APPLICATION

### OWNERSHIP INFORMATION:

Name: Anne Finley Carlton Et al

Signature: Anne Finley Carlton

Phone: 704-562-9587 Email: anne.carlton3@gmail.com

Address: 109 W Council St., Salisbury, NC 28144

### APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Red Rock Developments, LLC (Todd Ward)

Signature: \_\_\_\_\_

Phone: 864-423-1747 Email: tward@redrockdevelopments.com

Address: 1201 Main Street, Suite 2360, Columbia, SC 29201

### PROPERTY DETAILS:

Tax Parcel(s): 603113, 603112 Size (sq. ft. or acres): 105.31

Property Location: Long Ferry Road

Current Land Use: Agricultural

Date Acquired: 1990 Deed Reference: Book 679 Page 954

### REQUEST DETAILS:

Existing Zoning District RA-AO & RA Requested Zoning District CBI Conditional

If requesting a conditional zoning district, list proposed use or uses:

See attached.

Additional information enclosed restricting the conditional use district? Yes ☒ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☒ No ☐

### AFFIDAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Anne Finley Carlton, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Anne Finley Carlton

Date: 3/24/22

Name of Applicant / Agent: Red Rock Developments (Todd Ward)

Address: 1201 Main Street, Suite 2360, Columbia, SC 29201

Phone Number: 864-423-1747

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF NC COUNTY OF Mecklenburg

I, KHAMKA SPHABMIXAY, a Notary Public for said County and State, do hereby certify that Anne Finley Carlton personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 07/27, 20 25.

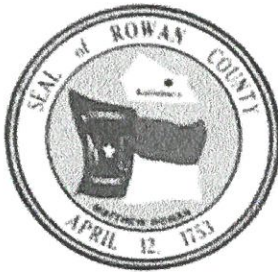
SEAL

Khamka Sphabmixay  
NOTARY PUBLIC  
Mecklenburg County, NC  
My Commission Expires July 27, 2025

*Khamka Sphabmixay*

### OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: [Signature] 2. Planning Board  
Courtesy Hearing: 4/25/22 3. Notifications Mailed: 4/12/22 4. Property Posted:  
4/12/22 5. Planning Board Action: Approved        Denied        6. Board of Commissioners  
Public Hearing:        7. Notifications Mailed:        8. Property Posted:  
       9. Dates Advertised: 1<sup>st</sup>        2<sup>nd</sup>        10. BOC Action: Approved  
       Denied        11. Date Applicant Notified:



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

Case # Z 04-22  
Date Filed 4/7/22  
Received By BB  
Amount Paid \$ 300  
Office Use Only

## REZONING APPLICATION

### OWNERSHIP INFORMATION:

Name: Kern Carlton Farms LLC

Signature: Thomas L. Carlton Jr. Manager

Phone: 704-791-0466 Email: toppyii@aol.com

Address: 10 Lawton Ln., Salisbury, NC 28144

### APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Red Rock Developments, LLC (Todd Ward)

Signature: \_\_\_\_\_

Phone: 864-423-1747 Email: tward@redrockdevelopments.com

Address: 1201 Main Street, Suite 2360, Columbia, SC 29201

### PROPERTY DETAILS:

Tax Parcel(s): 603114, 603116 Size (sq. ft. or acres): 142.89

Property Location: Long Ferry Road

Current Land Use: Agricultural

Date Acquired: 1998 Deed Reference: Book 840 Page 877

### REQUEST DETAILS:

Existing Zoning District RA Requested Zoning District CBI Conditional

If requesting a conditional zoning district, list proposed use or uses:

See attached.

Additional information enclosed restricting the conditional use district? Yes ☒ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☒ No ☐



### AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Kern Carlton Farms, LLC, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Thomas K. Carlton, Jr.

Date: 3/25/2022

Name of Applicant / Agent: Red Rock Developments (Todd Ward)

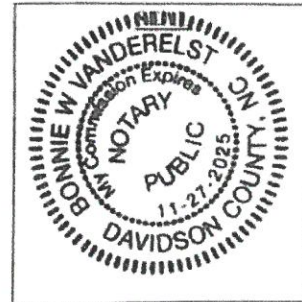
Address: 1201 Main Street, Suite 2360, Columbia, SC 29201

Phone Number: 864-423-1747

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF NC COUNTY OF Rowan

I, Bonnie W. Vanderelst, Notary Public for said County and State, do hereby certify that Thomas K. Carlton Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.  
My commission expires 11-27, 20 25.



#### OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: [Signature] 2. Planning Board  
Courtesy Hearing: 4/25/22 3. Notifications Mailed: 4/12/22 4. Property Posted:  
4/12/22 5. Planning Board Action: Approved \_\_\_\_\_ Denied \_\_\_\_\_ 6. Board of Commissioners  
Public Hearing: \_\_\_\_\_ 7. Notifications Mailed: \_\_\_\_\_ 8. Property Posted:  
\_\_\_\_\_ 9. Dates Advertised: 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 10. BOC Action: Approved  
\_\_\_\_\_ Denied \_\_\_\_\_ 11. Date Applicant Notified: \_\_\_\_\_



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Case # Z 04-22  
Date Filed 4/7/22  
Received By BB  
Amount Paid \$ 300  
Office Use Only

## REZONING APPLICATION

### OWNERSHIP INFORMATION:

Name: Nancy M Carlton Et al.

Signature: Nancy M. Carlton

Phone: 703-822-1186

Email: nancycarlton3@gmail.com

Address: 429 Bethel Dr., Salisbury, NC 28144

### APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Red Rock Developments, LLC (Todd Ward)

Signature:

Phone: 864-423-1747

Email: tward@redrockdevelopments.com

Address: 1201 Main Street, Suite 2360, Columbia, SC 29201

### PROPERTY DETAILS:

Tax Parcel(s): 603118, 603045

Size (sq.ft. or acres): 134.78

Property Location: Long Ferry Road

Current Land Use: Agricultural

Date Acquired: 2020

Deed Reference: Book 1350

Page 620

### REQUEST DETAILS:

Existing Zoning District RA

Requested Zoning District CBI Conditional

If requesting a conditional zoning district, list proposed use or uses:

See attached.

Additional information enclosed restricting the conditional use district? Yes ☒ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☒ No ☐



# AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Nancy M. Carlton, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Nancy M. Carlton

Date: 3/26/2022

Name of Applicant / Agent: Red Rock Developments (Todd Ward)

Address: 1201 Main Street, Suite 2360, Columbia, SC 29201

Phone Number: 864-423-1747

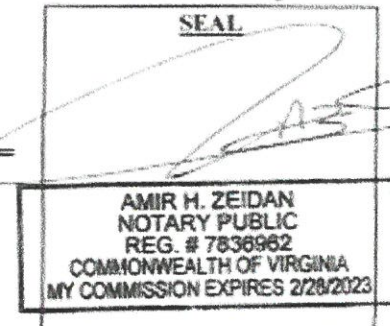
IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF Virginia COUNTY OF Alexandria City

I, Amir Zeidan, a Notary Public for said County and State, do hereby certify that Nancy M. Carlton personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 02/28, 20 23.

## OFFICIAL USE ONLY



1. Signature of Rezoning Coordinator: [Signature] 2. Planning Board  
Courtesy Hearing: 4/25/22 3. Notifications Mailed: 4/12/22 4. Property Posted:  
4/12/22 5. Planning Board Action: Approved \_\_\_\_\_ Denied \_\_\_\_\_ 6. Board of Commissioners  
Public Hearing: \_\_\_\_\_ 7. Notifications Mailed: \_\_\_\_\_ 8. Property Posted:  
\_\_\_\_\_ 9. Dates Advertised: 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 10. BOC Action: Approved  
Denied \_\_\_\_\_ 11. Date Applicant Notified: \_\_\_\_\_

**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:** 4/22/2022  
**SUBJECT:** Schedule Public Hearing for Z 01-22

---

Thaddeus Ogg is petitioning to rezone his two parcels at the approximate 4500 block of Cauble Rd from Rural Residential (RR) to Commercial Business Industrial with a Conditional District (CBI-CD) for the placement of a mini-storage warehouse facility. These properties can be further referenced as county tax parcels 310 325 and 310 327.

Schedule Public Hearing for Z 01-22 for Monday May 16 2022

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Staff Report       | 4/22/2022          | Cover Memo  |
| GIS Map            | 4/22/2022          | Cover Memo  |
| Site Plan          | 4/22/2022          | Cover Memo  |
| application        | 4/22/2022          | Cover Memo  |

DEPARTMENT OF PLANNING & DEVELOPMENT  
DATE: 04/22/2022  
STAFF CONTACT: AARON POPLIN



## REZONING PETITION: Z 01-22

**REQUEST:** RR to CBI-CD

**PARCEL ID:** 310 325 and  
310 327

**LOCATION:** 4500 block  
Cauble Rd.

**ACERAGE:** 1.75

**CURRENT LAND USE:**  
Vacant

**OWNER:** Thaddeus Ogg

**APPLICANT:** Thaddeus Ogg

## BACKGROUND

Thaddeus Ogg is petitioning to rezone his two parcels at the approximate 4500 block of Cauble Rd from Rural Residential (RR) to Commercial Business Industrial with a Conditional District (CBI-CD) for the placement of a mini-storage warehouse facility. These properties can be further referenced as county tax parcels 310 325 and 310 327.

### Relationship with any plans and policies

This property is located in Area 2 of the Western Area Land Use Plan areas adjacent to Salisbury, Spencer, China Grove, and Landis. Area 2 encourages mixed development throughout the area. Cauble Rd is identified as a minor throughcare and the plan recommends Neighborhood Business off of minor

thoroughfares.

Within approximately half a mile of this request off of US 601 HWY there have been five approved commercial rezonings. Three of the rezoning requests have been to a general NB district and the other two requests have been to Conditional District CBI. This request would follow this same trend of CBI districts being requested as conditional districts.

### Consistency with the requested zoning district's purpose and intent

**Commercial, Business, Industrial, CBI.** This zone allows for a wide range of commercial, business and light to medium industrial activities which support both the local and/or regional

economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend "highway business" along identified NC and US highways; community/regional/potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water/sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation. The CBI district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

### Compatibility of all uses within the proposed district classification with other properties

Compatibility of Uses: the CBI district offers a wide variety of uses of varying intensities, however this request only allows for Mini-warehouse storage (4225).

| MAJOR GROUP                                 | INDUSTRY GROUP         | RR                     | CBI-CD          |
|---|------------------------|------------------------|-----------------|
| Residential                                 |                        | Permitted              | Not Permitted   |
| Construction                                |                        | Permitted with SR      | Not Permitted   |
| Manufacturing                               |                        | Permitted with SR      | Not Permitted   |
|   | "Heavy Impact Uses"    | Not Permitted          | Not Permitted   |
| Transp., Com., Elec. / Gas, & Sanitary Svc. |                        | Some Permitted with SR | Mini-Warehouses |
| Wholesale Trade                             |                        | Most Permitted with SR | Not Permitted   |
| Retail Trade                                |                        | Permitted with SR      | Not Permitted   |
| Finance, Ins., & Real Est.                  |                        | Permitted with SR      | Not Permitted   |
| Services                                    |                        | Most Permitted with SR | Not Permitted   |
|   | Misc. Amusement & Rec. | Not Permitted          | Not Permitted   |
| Public Admin.                               |                        | Not Permitted          | Not Permitted   |

Generalized Groupings:

Permitted: 100-75% Most: 75-50% Some: 50-25% Not Permitted: 25-

Source: Section 21-113 Table of Uses

Conditions within the vicinity (see enclosed map): Area around the intersection of Cauble Rd and US 601 HWY is mostly zoned RR. There is an approximate 16 acre CBI district that is located at the intersection and is immediately adjacent to the rezoning request. Cauble Rd has one CBI zoned lot that is currently used for a commercial use and a few other Rural Home Occupations. The majority of the tracts off of Cauble Rd have single family dwellings on them. US 601 HWY in the area is mostly single family residences, but there are a number of non-residentially developed properties with uses including a church, Dollar General, and Mulch sales.

## Potential impact on facilities such as roads, utilities and schools

Roads: The NC DOT has already issued a driveway permit D091-080-21-00037 for the entrance off of Cauble Rd.

Utilities: N/A

Schools: N/A

## Decision making and procedures

Decision Making: In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Planning Board / Board of Commissioners in a rezoning decision is “whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance.” Additionally, the boards “shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.”

Procedures: The Planning Board must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest [sec. 21-362 (j)]. A statement analyzing the reasonableness of the decision is also necessary. See enclosed checklist as a guide in developing these statements.

A statement of reasonableness is necessary to substantiate a small-scale zoning decision and ensure the decision is “reasonable”. While spot zoning in North Carolina is considered legal, it must be determined as reasonable based on a number of factors including the following established by the courts:

- Size and nature of the tract;
- Compatibility with existing plans;
- The impact of the zoning decision on the landowner, the immediate neighbors, and the surrounding community; and
- The relationship between the newly allowed uses in a spot rezoning and the previously allowed uses.

## February Planning Board Meeting

The Rowan County Planning Board conducted a courtesy hearing for Z 01-22 at their February meeting. During the courtesy hearing two people spoke in opposition of the rezoning. The main concerns of the opposition were the potential for increased traffic and the potential for light to shine on adjacent residential property. One person spoke in favor of the rezoning saying that the proposed use is better than other potential uses that could be used on the site.

The Planning Board discussed the application and went over potential conditions that would mitigate the concerns of the neighbors. The Planning Board and the applicant agreed to three conditions: The screening for the property would change from an opaque fence to a row of evergreen trees, the parcels would be combined, and the dusk to dawn lighting be motion activated.

The Planning Board adopted the following statements:

**Statement of Consistency** – Z 01-22 is consistent with the Western Area Land Use Plan on minor thoroughfares and is adjacent to other CBI zoned properties.

**Statement of Reasonableness** – Z 01-22 is reasonable based on the fact there are many other CBI zoned parcels in the immediate area and that storage buildings will not be detrimental to the surrounding land owners

The Planning Board approved the request with the conditions of, combining the two properties, changing the fence and natural buffer, so that the natural buffer is on outside of fence and that the lighting be motion activated.

After the Planning Board meeting the applicant updated their site plan to reflect the conditions agreed to at the meeting. Along with addressing the conditions the applicant added a small storm water retention feature known as a filterra to comply with any potential DEQ stormwater requirements.

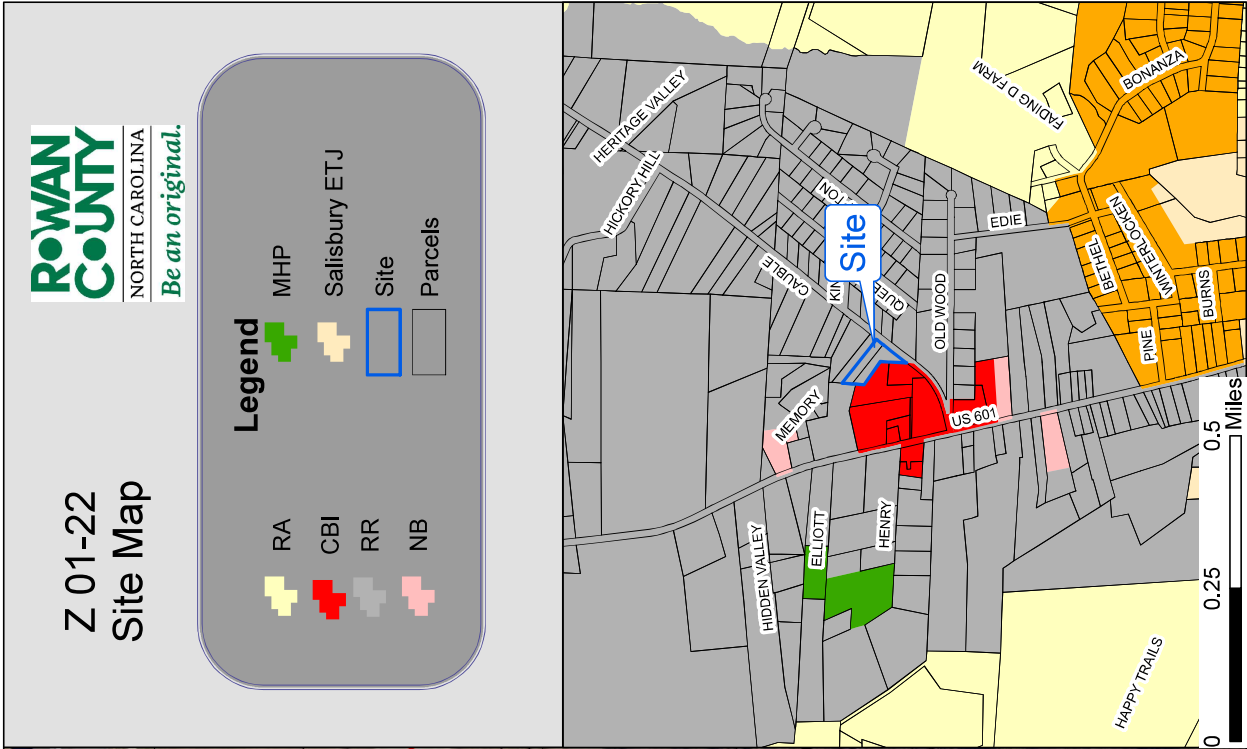
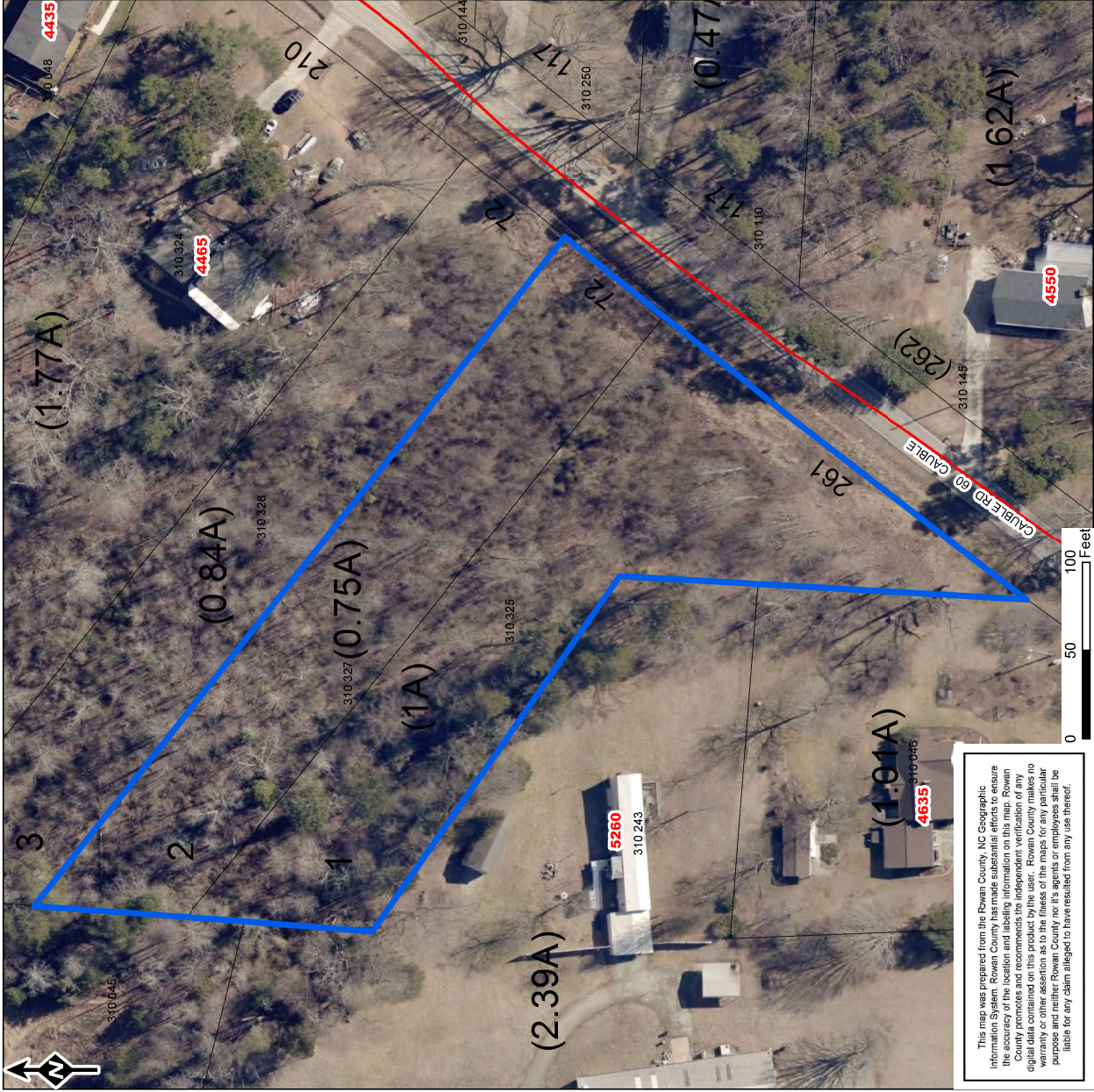
## Staff Comments

- Only the use shown in the site plan should be considered when making a decision.
- The owners plan to combine tax parcels 310 325 and 310 327 into one parcel. Staff recommends that a condition of approval be that the lots be combined.
- The Board can consider adding other mutually agreed upon conditions to the request.



## Attachments

- GIS Map
- Site Plan
- Application
- Statement worksheet







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

Case # Z 01-22  
Date Filed \_\_\_\_\_  
Received By \_\_\_\_\_  
Amount Paid \_\_\_\_\_

Office Use Only

## REZONING APPLICATION

### OWNERSHIP INFORMATION:

Name: Thaddeus Joseph Ogg

Signature: *Thaddeus Joseph Ogg*

Phone: 704-239-3854 Email: togg82@gmail.com

Address: 340 Shore Acres Road, Salisbury, N.C. 28146

### APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Same

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

### PROPERTY DETAILS:

Tax Parcel(s): 310 325 / 310 327 Size (sq.ft. or acres): 1.9ac.

Property Location: (Lat: 35.731 Long: -80.499) Cauble Road

Current Land Use: Rural Residential (land)

Date Acquired: 2008 Deed Reference: Book 1999 Page \_\_\_\_\_

### REQUEST DETAILS:

Existing Zoning District RR-3 Requested Zoning District CBI-CD

If requesting a conditional zoning district, list proposed use or uses:

Commercial: Mini Storage Facility

Additional information enclosed restricting the conditional use district? Yes ☒ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☒ No ☐



**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 and Jim Howden  
**DATE:** 4/22/22  
**SUBJECT:** Amendment to EMS Management & Consultant Contract

---

EMS|MC made the decision to move to a per claim fee for NC Medicaid claims after the implementation of Managed Care Medicaid on July 1, 2021. Prior to July 1, average reimbursement for Rowan County EMS for a NC Medicaid transport was \$106 per claim. With the implementation of managed care, the Medicaid Cost Report dollars are now reimbursed at the claim level rather than the lump sum, which in effect increased reimbursement to \$656 per claim. The County had 1,399 Medicaid Transports last fiscal year.

Since EMS|MC didn't historically take our fee on Medicaid Cost Report dollars, we decided not to implement our percentage fee to the higher reimbursement amount but to change to a flat claim rate to benefit the County. The County will pay EMS/MC \$11.50 per claim.

Attached is the July 1, 2021 amendment, the master agreement and the new amendment.

The Finance and Purchasing Director request that the Board of Commissioners authorize the County Manager to approve a contract amendment with EMS Management & Consultants, Inc. for billing services for \$11.50 per claim.

**ATTACHMENTS:**

| <b>Description</b>    | <b>Upload Date</b> | <b>Type</b> |
|-----------------------|--------------------|-------------|
| Master Agreement 2013 | 4/22/2022          | Cover Memo  |
| 2021 Amendment        | 4/22/2022          | Cover Memo  |
| Amendment 2022        | 4/22/2022          | Cover Memo  |

**BILLING SERVICES AGREEMENT**

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 1<sup>st</sup> day of July, 2013 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and Rowan County (hereinafter "Client").

**WITNESSETH:**

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing and collection services and EMS|MC wishes to provide those services to Client, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **ENGAGEMENT.** During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for Service providers of similar size and situation to Client. These services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payors and patients or other entities, (as EMS|MC deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

Accounts with outstanding balances after the insurance and/or third party payor has determined benefits due will be billed by EMS|MC to the patient.



EMS|MC will send follow-up bills, except as to those accounts on which an insurance carrier or third-party payor has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

EMS|MC will provide Client with a monthly financial report, to the Client within 10 business days of the last business day of the month. The Report shall include both monthly and year-to-date billing and collection summary, check register report and deposit tickets. EMS|MC shall provide appropriate storage and data back-up for all records pertaining to Client's bills and collections hereunder, accessible to Client during reasonable business hours.

EMS|MC shall maintain records of all services performed and records of all financial transactions. EMS|MC shall retain all financial records not tendered or returned to Client on any termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. EMS|MC will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement. If so requested by Client, EMS|MC shall provide Client with written guidelines or a policy and procedural manual specific to Client reflecting the current regulatory and procedural requirements applicable to Client as a service provider in the State of North Carolina providing services to Medicare, Medicaid and other government funded program patients. EMS|MC will work with the Client's designated management consultants to assist and support said consultants ("Consulting Services"). Under no circumstances will EMS|MC offer advice on any tax related or legal matters.

EMS|MC shall notify Client of all patient complaints about clinical services within five (5) business days of receipt and notify Client of all patient complaints about billing within ten (10) days of receipt. EMS|MC shall directly advise Client of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payors, with which Client contracts ("Payor Inquiries"), and advise Client of any significant pattern of

payor denials or downcodings for services billed by EMS|MC on Client's behalf ("Denial Patterns"). The Client will be notified of Payor Inquiries within ten (10) business days of EMS|MC's receipt of same.

EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by the client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

## **2. COMPENSATION OF EMS|MC.**

- (a) Client shall pay a fee for the services of EMS|MC hereunder, on a monthly basis, in an amount equal to 7.5 % percent of "Net Collections" as defined below (the "Compensation"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts.

EMS|MC shall submit an invoice to Client by the 10<sup>th</sup> day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20<sup>th</sup> day of the month in which the invoice is first presented to Client. All invoices are to be paid directly from the Client's banking institution to EMS|MC via paper check or direct deposit to EMS|MC's bank account.

**FEES and CHARGES** - A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 25<sup>th</sup> day of the calendar month in which such invoice is first presented to Client. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after presentment of said invoice for any unpaid balances at the rate of 1½% per month. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect amounts due from client, including reasonable attorney fees.

## **2.1 Software.**

### **(a.) emsCharts:**

EMS|MC will pay the full cost of emsCharts software including mobile and Cardiac Interface, based on Client's contract terms with emsCharts in effect as of the date of this Agreement. Future increases in the monthly base package software cost will be borne by Client unless EMS|MC specifically agrees to pay for such increase.

### **(b.) EMS ToolKit:**

EMS|MC will pay the full cost of EMS ToolKit for up to 130 users based on client's contract terms with EMS ToolKit in effect as of the date of the Agreement. Future increases in the monthly base package software cost will be borne by Client unless EMS|MC specifically agrees to pay for such increase.

### **3. RESPONSIBILITIES OF CLIENT.**

- (a) Client will provide EMS|MC with complete demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC.
- (b) In addition, Client shall provide complete medical record documentation necessary to insure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports. The client will report to EMS|MC within ten (10) business days, payments received directly by client; and promptly notify EMS|MC of any cases requiring special handling or billing. The client must provide Patient Care Reports (PCR) in a timely manner in order to achieve higher performance. Client will implement any reasonable changes that EMS|MC determines to be necessary for the accurate completion of billing forms and related documentation; execute all forms required by Medicare, Medicaid, CHAMPUS, and any other payor or insurance carrier to allow EMS|MC to carry out its billing and other duties under this Agreement; and maintain client's own files with all original or source documents, as required by law. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of client accounts.
- (c) In addition the Client is to provide EMS|MC with accurate medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)]. The PCR record must thoroughly detail the

patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered. The Client attests that the PCR and any and all associated Medical Records, forms and certification statements provided to EMS/MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

- (d) The Client will obtain any and all additional patient documentation required by Centers for Medicare and Medicaid Services ("CMS") or any other governmental or commercial payer for reimbursement consideration, including but not limited to a Physician Certification Statements (PCS) or other similar medical necessity forms or prior authorization statements as deemed necessary by the payer.

#### **4. TERM OF AGREEMENT.**

- (a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2016. This Agreement shall be binding upon the parties hereto and their assigns, representatives, heirs and successors. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.
  - (i) **Termination for Cause.** Notwithstanding paragraph 5(a), this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

- (1) Failure of Client to make timely payments due under this Agreement;
- (2) Any willful damage to property, business, reputation, or good will of the other party hereto;
- (3) Willful injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Solicitation of business on behalf of a competitor or potential competitor of the other party hereto;
- (5) Harassment of any contractor or commitment of any act which otherwise creates an offensive work environment for contractors;
- (6) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (7) Failure to practice in accordance with the appropriate policies, standards and procedures established by the respective parties;
- (8) Commitment of any unethical or immoral act which disparages the other party or could have the effect of disparaging the other party; or
- (9) Any breach of any material provision of this Agreement.

**5. RESPONSIBILITIES UPON TERMINATION.**

- (a) Provided Client has paid all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMSJMC will make available to Client or its authorized representatives, paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information



concerning payors and claims processing, (all without additional charge except for the cost of blank electronic tape and reasonable copy charges), and will otherwise furnish reasonable cooperation and assistance in any transition to Client, or its successor billing agent.

- (b) Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement, for the applicable fee set forth in paragraph 2(a). Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however EMS|MC shall be entitled to compensation as provided in paragraph 2(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by client during or after the Wind Down period. In the event Client has an outstanding balance owed to EMS|MC which is more than 45 days in arrears at the time of termination, EMS|MC shall have no obligation to provide any services after the date of termination.

**6. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.**

- (a) This Agreement to provide billing and collection services is made with EMS|MC as Client's exclusive provider for all dates of service during the term hereof. The Client may not directly file, submit or invoice for any Services rendered while this Agreement is in effect.
- (b) In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in paragraph 3(b) and shall be treated as Net Collections for purposes of paragraph 2(a).

- (c) In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.
- (d) EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, physician certification statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.
- (e) The Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.
- (f) In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if the billing company discovers credible evidence of the provider's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to refrain from (a) submitting any false or inappropriate claims, (b) terminate the contract and/or (c) report the misconduct to the appropriate authorities.

## **7. RESTRICTIVE COVENANT.**

The Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement for any reason and ending three (3) years after the

date of termination of this Agreement (the "Restricted Period"), Client shall not solicit or attempt to solicit or accept any work or employ any of EMS|MC's employees with whom Client had contact during the term of this Agreement, with the intent or purpose to receive from such employees the same or similar services which EMS|MC performed for Client during the term of this Agreement. Client has carefully read and considered the provisions of Paragraph 7 hereof, and having done so, agrees that the restrictions set forth in such paragraph (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

**8.    PRIVACY.**

Confidentiality. All data and information furnished to EMS|MC by Client shall be regarded as confidential, shall remain the sole property of Client and shall be held in confidence and safekeeping by EMS|MC for the sole use of the parties and EMS|MC under the terms of this Agreement. EMS|MC agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than Client or Client's designated legal counsel, accountants or practice management consultants any information about Client, its practice or billing, or any of the patients of Client unless required to do so by Federal, State or local law enforcement authorities within jurisdiction and/or acting under the law and/or under court orders.

**9.    GENERAL.**

Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client. EMS|MC and its employees and representatives shall be independent contractors, solely responsible for its performance under this Agreement and shall have no legal authority to bind Client.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, and legal representatives.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Client:  
Rowan County  
130 West Innes Street  
Salisbury, NC 28144-4375

EMS|MC:  
EMS Management & Consultants, Inc.  
2540 Empire Dr.  
Suite 100  
Winston-Salem, NC 27103

With Copy to:

Karen M. Wilson  
Wall Esleeck Babcock, LLP  
1076 West Fourth Street  
Winston Salem, NC 27101

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

Governing Law. This Agreement and the rights and obligations to the parties thereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising here under shall be in said state.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

EMS/INC:

CLIENT:

EMS Management & Consultants, Inc.

Rowan County

By: 

By: 

Title: CEO


Title: Rowan Co, N.C.

Date: 7/2/2013

Date: 6/27/13

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

12

  
FINANCE DIRECTOR

**Amendment No. 3**

**THIS THIRD AMENDMENT TO AGREEMENT** entered into the <sup>16</sup>\_\_th day of March 2021, by and between ROWAN COUNTY EMS, (hereinafter "Client") and EMS MANAGEMENT & CONSULTANTS, INC., a North Carolina Corporation, the address of which is PO Box 863, Lewisville, North Carolina, 27023 (hereinafter "contractor")

**WITNESSETH:**

**WHEREAS**, the parties entered into a Billing Services Agreement dated July 1, 2013 whereby the contractor agreed to provide billing and collection services for the Client.

**WHEREAS**, now the parties wish to amend the Agreement to clarify the terms pertaining to:

1. Debt Set-Off Letters

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

**ITEM ONE:** Effective immediately, EMS|MC will process and mail Debt Set-Off Letters for Rowan County EMS for all eligible accounts at a rate of \$0.90 per letter.

Proposed Debt Set-Off Operations will also include the following:

- Rowan County EMS will hold hearings should a patient request one.
- EMS|MC will submit the final file to the state following the appeal period.
- EMS|MC will provide updated balances to Five Star on an ongoing basis.
- EMS|MC will receive the Debt Set-Off garnishment payments directly from Five Star and will post them accordingly.

In all other aspects, the Agreement dated July 1, 2013 will remain in force and effect.



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment the day and year first written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS/MC:

EMS Management & Consultants, Inc.

By: Allan Logie

Print Name: Allan Logie

Title: Chief Performance Officer

Date: 4-20-21

CLIENT:

Rowan County EMS


By:  

Print Name: Aaron Church

Title: County Manager

Date: Apr 16, 2021

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act"

  
Jim Howden (Apr 12, 2021 11:02 EDT) Apr 12, 2021  
(Signature of Finance Officer)

Jim Howden

(Print Name)

## AMENDMENT TO BILLING SERVICES AGREEMENT

THIS AMENDMENT TO BILLING SERVICES AGREEMENT is entered into as of the last date below by and between **EMS MANAGEMENT & CONSULTANTS, INC.** ("EMS|MC") and **ROWAN COUNTY** ("Client").

### RECITALS:

A. EMS|MC and Client are parties to a Billing Services Agreement dated July 1, 2013 (the "Original Agreement").

B. As a result of North Carolina Medicaid Managed Care ("NC-MMC") reimbursement changes implemented on July 1, 2021 in connection with North Carolina's Transformation to Medicaid Managed Care, the parties desire to amend the compensation paid by Client to EMS|MC for RCM Services provided with respect to NC-MMC claims.

### AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. RCM Fee. Beginning on the Amendment Effective Date, the RCM Fee shall be amended as follows: For any claims that EMS|MC submits to NC-MMC on behalf of Client, Client shall pay to EMS|MC \$11.50 per claim (the "NC-MCC Rate") and any reimbursement received by Client for such NC-MMC claims shall be excluded from the calculation of "Net Collections." The NC-MMC Rate and the number of NC-MMC claims submitted in the previous month shall be included on the monthly invoice submitted by EMS|MC to Client.
2. Amendment Effective Date. The "Amendment Effective Date" means the first day of the month in which Client executes this Amendment.
3. Confirmation. Except as otherwise expressly agreed to herein, EMS|MC and Client hereby ratify, confirm and adopt all of the terms and conditions of the Original Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date and year first written above.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Rowan County

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner and Alyssa Harris  
**DATE:** 4/22/22  
**SUBJECT:** Health Department Contract With Illumined Leadership Solutions

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The Rowan County Health Department is contracting with Illumined Leadership Solutions to determine the outcomes of journey mapping experience and develop the process & documents necessary to facilitate the journey mapping sessions. This contract is a sole-source and therefore requires Board of Commissioners approval. The contract is not to exceed \$12,000.

The Public Health and Purchasing Directors are requesting that the Board of Commissioners approve a contract with Illumined Leadership Solutions for journey mapping sessions not to exceed \$12,000.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| contract           | 4/22/2022          | Cover Memo  |



## ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager  
FROM: Alyssa Harris  
DEPT: Health Department  
DATE: April 22, 2022  
SUBJECT:

### PURPOSE OF CONTRACT:

The Rowan County Health Department is contracting with Illumined Leadership Solutions to determine the outcomes of journey mapping experience and develop the process & documents necessary to facilitate the journey mapping session.

### CONTRACT CERTIFICATION

*By submitting this memorandum, I agree that I have:*

- 1. Read and understand the terms of the contract.*
- 2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.*
- 3. I have secured and attached in MUNIS the Certificate of Insurance.*

  
Signature of Health Director

04/22/2022  
DATE

## ROWAN COUNTY

## AGREEMENT FOR SERVICES

## NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and Illumined Leadership Solutions ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject



matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

14. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

18. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

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

Name: Alyssa Harris

Title: Public Health Director

THE PROVIDER

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

Name: Dr. Margaret A. Brunson

Title: Illumined Leadership Solutions CEO

## EXHIBIT A

### CONTRACT SPECIFICATIONS

#### A. Services To Be Performed By The Provider.

##### **Phase One**

- In collaboration with the Rowan County Health Department, consultant will determine the desired, specific goals and outcomes of the journey mapping experience and develop the process and documents necessary to facilitate the journey mapping session, including:
  - a. Journey mapping participant overview
  - b. Facilitator guide
  - c. Consent form (if necessary)
  - d. Pre- and post- survey
  - e. Identify a graphic artist
- Consultant will contact participants to:
  - 1. Provide an introduction and establish a point of connection
  - 2. Review journey mapping process
  - 3. Review map and explain phases
  - 4. Answer any questions and discuss next steps

##### **Phase Two**

- Consultant will meet with the Rowan County Health Department team ahead of the live virtual session.

Proposed meetings include:

- Introductory meeting with team and graphic artist to discuss project and live virtual Session.
- Meet with the team to review map and discuss facilitator's guide.
- Meet with the team to discuss individual maps and common themes. Review final facilitator's guide and logistics for live session.

##### **Phase Three**

- Prepare for and facilitate a two-hour live and/or virtual session with participants.
- Meet with the team to debrief session and discuss any follow-up items needed.

#### B. Term of the Agreement.

- As compensation for the performance of the Services, the Client will pay Illumined Leadership Solutions the entire amount of fees and costs set forth on the applicable services to be performed as set forth in Exhibit A.
- Prior to beginning work, the Provider will invoice the Client for the amount of \$7,076 to secure a retainer for services provided will be in Exhibit A. Invoice for retainer must be submitted to the client no later than May 3<sup>rd</sup> 2022.

- Upon completion of the of services provided in Exhibit A, the Provider will invoice the Client for the remaining cost of \$4,924. Total payment for services provided shall not exceed \$12,000.

C. Payment to the Provider.

- Invoices for payment should be sent via email to: Courtney Meece, Healthy Rowan program manager at Courtney.Meece@rowancountync.gov with the invoice Remit To information as:

**Rowan County Public Health Department  
1811 E. Innes Street  
Salisbury, NC 28146**

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with County listed as additional insured.
- Workers' Compensation in the amount of \$500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage with County listed as additional insured.

E. Contact Information.

THE COUNTY

Alyssa Harris, MPH  
Public Health Director  
1811 E. Innes Street  
Salisbury, NC 28146  
Telephone: 704-216-8777

THE PROVIDER

Dr. Margaret A, Brunson  
Illumined Leadership Solutions  
Telephone: (919) 623-5903  
Email: margaret@illuminedtolead.com

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

BY: Alyssa Harris

Name: Alyssa Harris

Title: Public Health Director

Date: 04/22/2022

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

\_\_\_\_\_  
(Signature of County Finance Officer)

Illumined Leadership Solutions

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

Name: Dr. Margaret A. Brunson

Title: Illumined Leadership Solutions CEO

# Project Proposal

*Journey Mapping to Advance Equity*

**Prepared for:**

Rowan County Health Department  
Courtney Meece  
Health Education Program Manager



# ILLUMINED

## LEADERSHIP SOLUTIONS

Dear Courtney,

Thank you for the opportunity to submit a proposal to facilitate a journey mapping experience for the Rowan County Health Department and Rowan community. Based on the information you shared, I submit this consulting services proposal that includes the following:

- About Illumined Leadership Solutions
- Proposed Project & Deliverables
- Fees
- References

### **About Illumined Leadership Solutions**

As a trained executive leadership professional with twenty years of experience leading people and managing systems, I guide individuals, organizations and businesses to uncover purpose and develop authentic and holistic leadership paradigms that encourage purposeful work and cultivate environments that center humanity, equity and inclusion.

At Illumined Leadership Solutions, I offer a systemic approach to solving challenges and problems, through leadership coaching, seminars and organizational development consulting, I focus on strategic leadership development & solutions.

### **Consulting Services**

- Strategic visioning + planning
- Implementation coaching
- Assessment + capacity building
- Retreats and team building
- Management training and facilitation
- Executive leadership coaching
- Performance and Quality Improvement coaching

### **Proposed Project & Deliverables:**

*Journey Mapping to Advance Equity*

#### **Phase One:**

In collaboration with the Rowan County Health Department, consultant will determine the desired, specific goals and outcomes of the journey mapping experience and develop the process and documents necessary to facilitate the journey mapping session, including:

- a. Journey mapping participant overview
- b. Facilitator guide
- c. Consent form (if necessary)
- d. Pre- and post- survey
- e. Identify a graphic artist

Rowan County Health Department will identify participants for the journey mapping experience and complete initial outreach.

# ILLUMINED

## LEADERSHIP SOLUTIONS

Consultant will contact participants to:

1. Provide an introduction and establish a point of connection
2. Review journey mapping process
3. Review map and explain phases
4. Answer any questions and discuss next steps

### Phase Two:

Consultant will meet with the Rowan County Health Department team ahead of the live virtual session.

Proposed meetings include:

- Introductory meeting with team and graphic artist to discuss project and live virtual session
- Meet with the team to review map and discuss facilitator's guide.
- Meet with the team to discuss individual maps and common themes. Review final facilitator's guide and logistics for live session.

### Phase Three:

Prepare for and facilitate a two-hour live and/or virtual session with participants.  
Meet with the team to debrief session and discuss any follow-up items needed.

### Fees

|  |              |
|--|--------------|
| Full project rate (not to exceed 60 hours) | \$200/hour   |
|  | \$12,000 max |

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*\*fees do not include graphic artist rate*

### References:

Ellen (Fahey) Carroll, MSc  
Director, Program Design  
CaroNova  
North Carolina Healthcare Foundation  
859-638-4403 | mobile  
[efahey@ncha.org](mailto:efahey@ncha.org)

I truly look forward to working with you and the Rowan County team. Please feel free to contact me with any concerns and questions as you make your decision.

Thank you,

Margaret A. Brunson, PhD, MPA  
Founder + CEO

**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 and Allen Cress  
**DATE:** 4/22/22  
**SUBJECT:** Amendment 1 to Federal Engineering Contract

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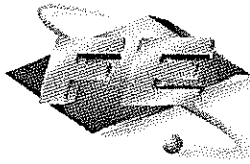
Rowan County entered into an agreement with Federal Engineering in March 2019. Due to various issues that created project delays, the County would like to extend this agreement. Federal Engineering will continue to provide radio communications consulting support through December 31, 2022. The attached has the updated fee schedule.

Attached are the Master Agreement and Amendment 1 with Federal Engineering.

The Emergency Services and Purchasing Directors request that the Board of Commissioners authorize the County Manager to execute Amendment 1 with Federal Engineering.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| contract           | 4/22/2022          | Cover Memo  |
| Amendment 1        | 4/22/2022          | Cover Memo  |



**Federal  
Engineering®**

**Federal Engineering, Inc.**

10600 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

## **BASIC SERVICE AGREEMENT**

AGREEMENT made this 19 day of March 2019 by and between Federal Engineering, Inc., a Maryland corporation, having offices at 10600 Arrowhead Drive, Suite 160, Fairfax, Virginia 22030, (hereinafter called "**FE**") and the County of Rowan, NC having offices at 130 W Innes St, Salisbury, NC 28144 (hereinafter called the "**Client**").

The period of performance of this Agreement, for the purpose of issuing task orders hereunder, is from March 2019 to March 2022. This agreement may be extended by mutual agreement by both parties, in writing.

Subject to the provisions herein, **FE** shall in accordance with task orders issued hereunder, perform tasks in the general area of telecommunications, information technology, and management consulting services.

1. **STATEMENT OF WORK:** **FE** will complete the initial work as described in its proposal for *Radio Communications Consulting* dated November 14, 2018 in response to the Client's *Request for Proposal for Radio Communications Consulting*, which is attached and made part of this agreement.

The **Client** may, from time to time, issue additional written Task Orders under this agreement which will specify: (a) the statement of work to be performed; (b) security requirements, if any; (c) ceiling price or amount of the order including all charges and travel authorizations, if any; and (d) any other applicable instructions. Said Task Orders will incorporate this agreement by reference. Where a conflict exists between the terms of any Task Order and the terms of this Agreement the terms of this Agreement shall control.

2. **CLIENT OBLIGATIONS:** Nothing herein shall be construed as an obligation of the **Client** to issue any additional tasks hereunder and the limit of the **Client's** duties shall extend only to the initial work and such additional task orders as it may issue. Additional task Orders, when issued, are subject to review and acceptance by **FE**, which shall accept by signing in the space so provided and returning a copy of the Task Order.

3. **COMPENSATION:** **FE** will be compensated in accordance with the terms and conditions as described in its proposal *Radio Communications Consulting* dated November 14, 2018 in response to the *Client's Request for Proposal for Radio Communications Consulting*.

For any additional fixed price Task Orders, **FE** will submit invoices in accordance with the agreed upon milestone schedule showing the tasks that have been completed. For any additional time and materials Task Orders, **FE** will submit invoices in accordance with the rates and terms indicated in Schedules A of its proposal. Unless stated otherwise in any Task Order, payment of all invoices shall be due within thirty (30) days of the invoice date. Late balances are subject to a finance charge of 1.5 percent per month or fraction thereof. Any and all taxes, except income taxes, imposed or

assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, will be in addition to the invoiced amounts and shall be paid by the Client.

4. **INDEPENDENT CONTRACTOR:** *FE* shall be deemed at all times to be an independent Contractor. Neither *FE* nor its personnel shall at any time, or for any purpose be considered employees or agents of the **Client**. **Client** is hereby contracting with *FE* for the services described in the Task Order and *FE* is not required to perform the services during a fixed hourly or daily time and if the services are performed at the **Client's** premises, then *FE's* time spent at the premises is to be at the discretion of *FE*; subject to the **Client's** normal business hours and security requirements. *FE* hereby confirms to the **Client** that the **Client** will not be required to furnish or provide any training to *FE* to enable *FE* to perform the services required hereunder. The services shall be performed by *FE* and the **Client** shall not be required to hire, supervise or pay any assistants to help *FE* perform the services under this Agreement. The management of the work, including but not limited to the order or sequence in which it is performed, shall be under the control of *FE* subject to compliance with the task order. Except to the extent that *FE's* work must be performed on or with **Client's** computer or **Client's** software, all materials used in providing the services shall be provided by *FE*. *FE* shall provide any insurance coverage that is required in the normal course of business as well as any specialized insurance that is specifically called for in this agreement. The **Client** understands and agrees that as an independent contractor, *FE* does not have any authority to sign contracts, notes, or obligations to make purchases, or to acquire or dispose of any property for or on the behalf of the **Client**.

5. **WARRANTY:** *FE* hereby warrants to the **Client** that the firm is not under any obligation, contract, or agreement, nor has the firm previously executed any documents whatsoever, with any person, firm, association, or corporation that would, in any manner, prevent *FE* from giving, and the **Client** from receiving, the full benefit of the firm's consulting services. *FE* makes no other warranties, whether written, oral or implied, including without limitation warranty of fitness for purpose or merchantability. In no event shall *FE* be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to *FE* in advance or could have been reasonably foreseen by *FE*, and in the event this limitation of damages is held unenforceable, then the parties agree that by reason of the difficulty in foreseeing possible damages, all liability to **Client** shall be limited to One Hundred dollars (\$100.00) as liquidated damages and not as a penalty.

6. **PROPRIETARY INFORMATION:** *FE* hereby agrees that at all times both during the term of this Agreement and three (3) years after termination thereof, *FE* will hold inviolate and keep secret all knowledge, information, data, trade secrets, inventions, and customer lists that have been clearly marked "PROPRIETARY" by the **Client**. *FE* under the terms of this agreement will not disclose such information to any competitor, or other individual, corporation, or firm except when authorized to do so by the **Client**, in writing. Nothing herein shall be construed as to preclude *FE* in engaging in any occupation or endeavor which will not directly or indirectly involve the proprietary information of the **Client**.

*FE's* obligations with respect to handling and using proprietary information as set forth in this agreement are not applicable to: (1) Information that at the time of disclosure under this agreement is either known to *FE* or disclosed in existing literature

or patents or is in any other way in the public domain; (2) Information that after disclosure under this agreement becomes known to **FE** by independent discovery or by casual observation or analysis of information provided by a third party; (3) Information that after disclosure under this agreement becomes known to **FE** from a source other than the **Client** without breach of any obligation by the disclosing party; (4) Information that is or has been furnished by the disclosing party to the Government with "unlimited" rights, and (5) Information available in the public domain

7. **RELEASE OF INFORMATION:** **FE** shall not make any public release of information in any medium concerning this agreement without prior review and approval by the **Client**. Requests for review of any materials proposed for public release in any medium shall be submitted in writing to an authorized representative of the **Client** for approval, which shall not be unduly withheld.

8. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by either party at any time, for any reason, by giving written notice of such termination to the other party. Should the **Client** terminate this agreement while work is in progress, **FE**, upon receipt of the notice shall stop all work as quickly as practical. The **Client** shall be responsible for all labor and expenses incurred by **FE** up until work actually terminates.

9. **ASSIGNMENT:** Neither party shall assign or transfer this Agreement without written consent of the other party.

10. **GOVERNING LAW:** This agreement shall be interpreted and the rights of the parties shall be determined under the laws of the State of North Carolina. The **Client** hereby agrees to pay all legal, court, and collection fees incurred by **FE** to collect any overdue invoices rendered to the **Client**. **FE** agrees that the venue for any and all disputes shall be in the courts of Rowan County, North Carolina.

11. **COMPLIANCE WITH APPLICABLE LAWS:** **FE** agrees to comply with all applicable laws, statutes, and orders of the United States Government and any State or political subdivisions thereof now in effect or hereafter enacted, and the same shall be deemed to be incorporated by reference. **FE** shall be held harmless by the **Client** for violation of any governmental procurement regulation to which it may be subject but to which specific written reference is not made in this agreement.

12. **SET OFF:** The **Client** agrees that **FE** shall have the right to set off, against any amounts which may become due and payable to the **Client**, any amount which the **Client** may owe to **FE**, whether arising under this Agreement or otherwise.

13. **NON-SOLICITATION:** **Client** hereby agrees that for the term of this Agreement, and for a period of one (1) year thereafter, that the **Client** shall not directly or indirectly, orally, in writing, or by other method of communication, solicit any employee, agent, or consultant of **FE**, nor encourage any employee, agent, or consultant to terminate his or her employment or relationship with **FE**. **Client** further agrees that for the term of this Agreement, and for a period of one (1) year thereafter, should the **Client** hire any employee, agent, or consultant of **FE**, that **FE** is entitled to a finder's fee equal to seventy percent (70%) of the employee, agent, or consultant's first year total compensation package.



14. **WAIVER:** The failure of **FE** to insist on strict performance of any of the terms and conditions hereof shall not constitute a waiver of any other provisions.
15. **FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.
16. **ATTORNEYS FEES:** If either **Party** should breach any term, condition or obligation created by this Agreement, then the other **Party** shall be entitled to be reimbursed for all of its reasonable attorneys' fees, court costs, litigation fees, transcript costs, deposition costs, and other related litigation and non-litigation costs incurred by the other **Party**.
18. **CONSTRUCTION:** Paragraph numbers and headings are for convenience only and shall not affect the interpretation of this agreement. If any term or condition of this Agreement is in conflict with local, state, or federal law and becomes null and void, the remainder of the Agreement shall survive and remain in effect. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law. This Agreement shall be construed as having been negotiated between the parties and not drafted by a particular party.
19. **ENTIRE AGREEMENT:** This Agreement supersedes all previous agreements both oral and in writing and contains all the terms and conditions of this transaction. All modifications to this agreement must be reduced to writing as amendments and duly executed by both parties hereto.
20. **EFFECTIVE DATE:** This Agreement shall become effective when executed by both parties and shall be binding upon the parties hereto, their successors and permitted assigns.

**FEDERAL ENGINEERING, INC.**

**County of Rowan, North Carolina**

By: Ronald F. Bosco  
Signature

By: Aaron Church  
Signature

Ronald F. Bosco

Print Name

AARON Church

Print Name

President and CEO

Title

COUNTY MANAGER

Title

March 13, 2019

Date

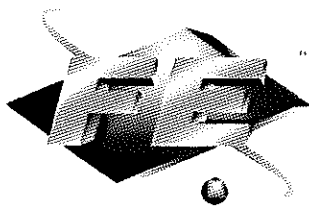
MARCH, 19, 2019

Date

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

Leslie E. Hershick  
**FINANCE DIRECTOR**

**ATTACHMENT A**  
Federal Engineering Proposal and  
Best and Final Offer for  
*Radio Communications Consulting*



"Unleashing the Power of Technology"

**Federal  
Engineering®**

**Federal Engineering, Inc.**

10600 Arrowhead Drive

Fairfax, VA 22030

703-359-8200

March 13, 2019

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

Reference: Federal Engineering, Inc. proposal to Rowan County, North Carolina dated  
November 14, 2018

Dear Mr. Church:

Federal Engineering, Inc. (**FE**) is pleased to submit this Best and Final Offer. The above  
referenced proposal is modified as follows:

**Page 1 – Cost Proposal Firm Fixed Price**

Paragraph 1, first sentence is modified to read as follows:

The total firm fixed price, including labor, travel, and other direct costs, for the  
Rowan County Radio Communications Consulting project is ~~\$149,341~~ \$144,341.

**Page 1 – Cost Proposal Price Breakdown per Phase**

Exhibit 1 - Cost Breakdown by Task is modified as follows:

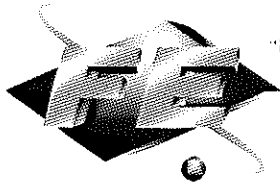
| Tasks     | Description   | Cost                              |
|-----------|---|-----------------------------------|
| Phase I   | Needs Assessment and Recommendations                      | \$78,272                          |
| Phase II  | RFP Procurement System Upgrade                            | \$46,143                          |
| Phase III | Project Management and Implementation Support<br>Services | <del>\$24,926</del><br>\$19,926   |
|           | <b>Total</b>  | <del>\$149,341</del><br>\$144,341 |

The remainder of the proposal remains unchanged in full effect.

Sincerely,

*Ronald F. Bosco*

Ronald F. Bosco  
President and CEO  
[rbosco@fedeng.com](mailto:rbosco@fedeng.com)



"Unleashing the Power of Technology"

**Federal  
Engineering®**

## **Federal Engineering, Inc.**

10600 Arrowhead Drive

Fairfax, VA 22030

703-359-8200

November 14, 2018

Rowan County Finance Department  
Attention: David Sifford, Purchasing Agent  
130 West Innes Street  
Salisbury, NC 28144

Dear Mr. Sifford:

Federal Engineering, Inc. (FE) is pleased to submit this proposal to Rowan County, North Carolina to serve as radio communications consultant on behalf of the County. The attached proposal details the tasks required for the successful completion of the project as defined in your RFP for Consulting Services for Public Safety Radio Communications and clarified in Addendum 1 dated November 2, 2018.

As required by the RFP, the adjacent text box contains our corporate name address, telephone number and contact information for our President/CEO, Ronald F. Bosco, who will be your contact should you need additional information regarding our proposal.

FE certifies our vendor independence. Unlike some consulting firms, we are not affiliated with any suppliers of public safety communications equipment or software, nor do we provide any services to them. We are not now, nor have we ever been, in the business of selling or leasing telecommunications equipment or services.

We are willing and able to provide the services necessary to successfully support the County in all elements of the anticipated systems upgrade. We have been in the business of public safety telecommunications consulting for over 35 years, and the qualifications of our team far exceed the minimum qualifications to successfully complete this project.

FE specializes in the planning, assessment, needs analysis, conceptual design, specification, and RFP development to upgrade standards-based P25 digital systems in all frequency bands. We are experts in the design and implementation of ancillary systems such as computer aided dispatch (CAD), records management systems (RMS), paging and alerting. We have extensive experience in providing services related to vendor evaluation, contract negotiations, system implementation, and testing oversight.

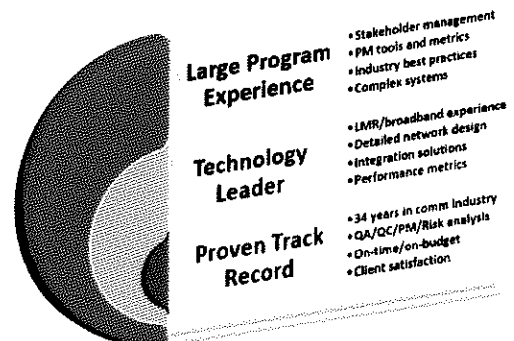
FE will engage County stakeholders and first responders and facilitate consensus through a collaborative process. Every project is unique. We develop customized tools, solutions, and deliverables based on your needs, while drawing upon our experience encompassing thousands of radio system upgrades, including

### **FULL NAME & ADDRESS OF FIRM**

**Federal Engineering, Inc.  
10600 Arrowhead Drive  
Fairfax, VA 22030**

### **PROPOSAL CONTACT**

**Ronald F. Bosco, President/CEO  
Address/Phone: same as above  
rbosco@fedeng.com**





numerous P25 projects. We have assembled the best in-house team of consultants for your project, who have direct, hands-on experience planning, designing, and implementing multiple recent public safety radio projects in North Carolina.

*FE's* proposal is complete and compliant with the requirements in the RFP and describes, in detail, how we will accomplish the required tasks. *FE* possesses the permits, licenses, and professional credentials required to perform consulting services as specified in the RFP.

Our senior management team is actively involved in all projects, providing both technical and operational guidance and executive management of the team and our high-quality deliverables. As the founder of *FE*, I will be your contact regarding this proposal and will participate in the negotiation of contractual issues. By my signature below, I hereby authorize submission of this proposal and bind Federal Engineering, Inc. to the terms and conditions of this proposal for a period of 90 days, beginning on the due date for proposals.

My team and I look forward to working with Rowan County on this project.

Sincerely,

A handwritten signature in black ink that reads "Ronald F. Bosco". The signature is written in a cursive, flowing style.

Ronald F. Bosco  
President and Chief Executive Officer  
Federal Engineering, Inc.



# Rowan County, North Carolina

## Radio Communications Consulting

### Table of Contents

|          |   |           |
|----------|---|-----------|
| <b>1</b> | <b>OVERVIEW OF THE FIRM .....</b>                                     | <b>2</b>  |
| 1.1      | FE Corporate Profile .....  | 2         |
| 1.2      | Delivering the Lowest Cost Solution .....                             | 4         |
| <b>2</b> | <b>QUALIFICATIONS AND REFERENCES .....</b>                            | <b>5</b>  |
| 2.1      | Experience Managing All Project Phases.....                           | 5         |
| 2.2      | Knowledge of Public Safety Radio Systems.....                         | 8         |
| 2.3      | Recent Relevant Experience in North Carolina .....                    | 10        |
| 2.4      | Client Satisfaction with FE as an Independent Trusted Advisor.....    | 12        |
| 2.5      | P25 Experience.....   | 12        |
| 2.6      | References.....   | 13        |
| <b>3</b> | <b>PROJECT APPROACH AND UNDERSTANDING .....</b>                       | <b>21</b> |
| 3.1      | Understanding of Work to be Performed .....                           | 21        |
| 3.2      | Phase I—Needs Assessment and Recommendations .....                    | 24        |
| 3.3      | Phase II—RFP Procurement System Upgrades .....                        | 31        |
| 3.4      | Phase III—Project Management and Implementation Support Services..... | 35        |
| 3.5      | Optional Services.....  | 35        |
| 3.6      | Ability to Perform and Project Schedule .....                         | 38        |
| <b>4</b> | <b>PROJECT TEAM AND PERSONNEL.....</b>                                | <b>40</b> |
| <b>5</b> | <b>COST PROPOSAL (SEPARATELY SEALED ENVELOPE) .....</b>               | <b>47</b> |

### Table of Exhibits

|  |    |
|--|----|
| Exhibit 1—Federal Engineering’s Corporate Structure..... | 3  |
| Exhibit 2—Quality Assurance Review Board .....           | 23 |
| Exhibit 3—Sample Coverage Map of Rowan County.....       | 28 |
| Exhibit 4—Project Organization Chart.....                | 40 |



## **1 OVERVIEW OF THE FIRM**

### **1.1 FE Corporate Profile**

Our company began 35 years ago and has a rich history of providing system analysis and design for public safety communications technology; this is our only business. Our founder, Ronald F. Bosco, a former first responder and degreed engineer, continues to lead the firm and has kept his vision steady to improve the functionality and cost-effectiveness of public safety communications. This consistency in ownership translates into consistency in performance as evidenced by the fact that our earliest government clients remain clients today, over a quarter of a century later.



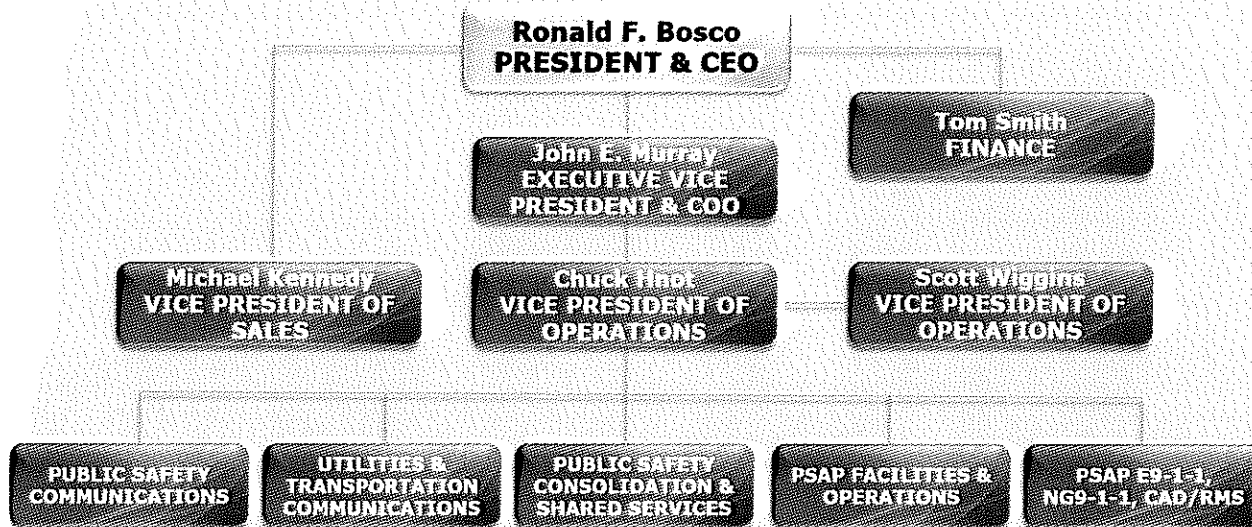
***FE's philosophy to "exceed client expectations to retain that client for life" has resulted in client retention and repeat business since the firm's inception.***

Federal Engineering provides consulting services for the full life cycle of public safety radio system and 9-1-1 system projects, as highlighted below.

| <b><i>Federal Engineering Consulting Services</i></b> |                                       |
|---|---------------------------------------|
| • LMR technologies and systems                        | • Strategic planning                  |
| • Total communications network design                 | • Needs assessment and analysis       |
| • Trunked, simulcast, and conventional LMR            | • Coverage and capacity analyses      |
| • Spectrum planning and licensing                     | • Broadband/LTE                       |
| • P25 technology                                      | • Interoperability analyses           |
| • PSAP design, site planning and selection            | • RFP development and specifications  |
| • PSAP regionalization / efficiency studies           | • Procurement support                 |
| • Next Generation 9-1-1 and E9-1-1                    | • Program management                  |
| • Governance and policy analysis                      | • Implementation management           |
| • Data management services                            | • Independent validation/verification |
| • Cyber security                                      | • Transition planning                 |
| • CAD/RMS   | • FCC license applications            |



Exhibit 1 shows our corporate organization.



**Exhibit 1—Federal Engineering's Corporate Structure**

***FE's corporate capabilities align with public safety voice and data radio system planning, design, and deployment.***

Our team has extensive experience in the State of North Carolina and the southeast United States on projects with requirements similar to the County's. A sampling of our work in the region includes the following clients:

|  |                                     |                       |
|--|-------------------------------------|-----------------------|
| Buncombe County, NC                    | State of South Carolina             | Town of Jupiter, FL   |
| Lenoir-Jones Counties, NC              | Gwinnett County, GA                 | City of Lakeland, FL  |
| New Hanover County, NC                 | Henry County, GA                    | Lee County, FL        |
| State of North Carolina NG911 Planning | Camden County, GA                   | Manatee County, FL    |
| Orange County, NC                      | Alachua County, FL                  | City of Miami, FL     |
| Pitt County, NC                        | Collier County, FL                  | Okeechobee County, FL |
| Charleston County, SC                  | City of Gainesville, FL             | Palm Beach County, FL |
| Lancaster County, SC                   | Gainesville (FL) Regional Utilities |                       |

Federal Engineering meets the requirements of the RFP, as documented throughout each section of our proposal.

**FE's** corporate headquarters in northern Virginia is strategically located in the *communications capital of the United States*, minutes from the nation's capital. This facility supports our technical and professional personnel with a wealth of library materials, automated design tools, and dedicated staff. Our close proximity to the Federal Communications Commission (FCC), Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and other key federal government agencies has proven invaluable to our clients.



In addition to our headquarters in Virginia, we also have regional offices in Florida, Arizona, Minnesota, Pennsylvania, and New York. *FE* has a distributed workforce with consultants located in over 15 states, providing efficient response to our clients. To best support Rowan County, we have assigned staff based in the southeastern United States to your project: Florida-based project director and lead technical consultant, project manager in Tennessee, and RF coverage expert in Virginia.

## 1.2 Delivering the Lowest Cost Solution

Typical public safety mobile radio projects have three phases: analysis and recommendations, procurement, and implementation. The first phase is the lowest cost involving thousands of dollars in consulting fees while the last phase is by far the highest involving millions of dollars in equipment costs. The County can realize significant savings during the implementation phase by engaging the right consulting firm at the start.

Federal Engineering is that consulting firm. We have saved our clients millions of dollars while delivering solutions that meet or exceed their needs. Because we have been involved in billions of dollars in systems procurements, we have developed unmatched skills, methodologies, and databases that consistently yield satisfactory results.

*FE* starts with a proven RFP that encourages competition and motivates equipment vendors to “sharpen their pencils”. Our subject matter experts review the vendors’ proposed designs to determine if they will meet your stated requirements without the need for post-cutover enhancements. Our *FECostPro*<sup>™</sup> tool provides a database of historical equipment pricing so we can determine if the vendor is bidding an appropriate amount for a specific piece of equipment. We provide experienced negotiators that know where to look in the vendor proposals for hidden services and equipment costs that can be eliminated. We will work with the County to finalize a contract that contains the specifications developed by *FE* during the RFP process that tightly defines system performance thereby minimizing the vendor’s ability to “up scope” the project. The result of *FE*’s process typically is significant savings to our clients.

**The balance of this page intentionally left blank.**



## 2 QUALIFICATIONS AND REFERENCES

Federal Engineering is the nation's leading specialist in industry and government land mobile radio voice and broadband consulting. Our consultants have assisted and guided hundreds of clients across the nation with identifying needs, making recommendations, developing specifications and RFPs, and implementing systems to improve communications; the combined costs of which reach into the billions of dollars.

### 2.1 Experience Managing All Project Phases

Many of our clients have been migrating from legacy systems from various vendors to standards-based P25 Phase 1 and Phase 2 systems. The table below highlights our extensive conventional system and P25 expertise. It shows recent experience working on projects that involved: 1) comprehensive public safety radio communications assessments, 2) conceptual design of P25 700/800 MHz trunked radio systems, and 3) management of all project phases, from RFP to final system acceptance of a P25 trunked radio system for public safety.

| <b>Federal Engineering Project Management Experience</b> |  |                                       |                                |                          |  |                            |                    |  |                           |
|--|--|---------------------------------------|--------------------------------|--------------------------|--|----------------------------|--------------------|--|---------------------------|
| <b>Client Name</b>                                       | <b>Public Safety Radio Communications Assessment</b> | <b>Needs Assessment/ Requirements</b> | <b>Strategic Upgrade Plans</b> | <b>Conceptual Design</b> | <b>Conceptual Design of P25 Design 700/800 MHz trunked systems</b> | <b>RFP / Specification</b> | <b>Procurement</b> | <b>Implementation and Final Acceptance</b> | <b>P25 Implementation</b> |
| <b>Arkansas</b>  |  |                                       |                                |                          |  |                            |                    |  |                           |
| City of Hot Springs                                      | ✓  |                                       | ✓                              |                          |  | ✓                          | ✓                  | ✓  |                           |
| <b>Arizona</b>   |  |                                       |                                |                          |  |                            |                    |  |                           |
| Arizona Public Service Company                           | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |
| State of Arizona   | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |
| Town of Florence   | ✓  | ✓                                     |                                |                          | ✓  |                            |                    |  | ✓                         |
| City of Mesa   | ✓  | ✓                                     |                                | ✓                        |  | ✓                          | ✓                  |  |                           |
| City of Mesa Utilities                                   | ✓  | ✓                                     |                                |                          |  | ✓                          | ✓                  | ✓  |                           |
| Pinal County   | ✓  | ✓                                     |                                |                          | ✓  |                            |                    |  | ✓                         |
| Salt River Pima Maricopa Indian Community                | ✓  | ✓                                     |                                | ✓                        |  |                            |                    |  |                           |
| <b>California</b>  |  |                                       |                                |                          |  |                            |                    |  |                           |
| Bay Area Regional Interoperable Communications System    | ✓  | ✓                                     |                                | ✓                        | ✓  | ✓                          |                    |  |                           |
| Contra Costa County                                      | ✓  | ✓                                     |                                |                          |  |                            |                    |  |                           |
| Los Angeles Department of Water and Power                | ✓  | ✓                                     | ✓                              |                          |  | ✓                          |                    |  |                           |
| Los Angeles Regional Interoperable Communications System |  |                                       |                                |                          |  | ✓                          | ✓                  | ✓  |                           |
| Marin County   | ✓  | ✓                                     | ✓                              |                          |  | ✓                          | ✓                  | ✓  |                           |
| City of San Diego  | ✓  | ✓                                     | ✓                              |                          |  |                            |                    |  |                           |
| San Diego and Imperial Counties                          | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |
| City and County of San Francisco                         | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |





| <b>Federal Engineering Project Management Experience</b> |  |                                       |                                |                          |  |                            |                    |  |                           |
|--|--|---------------------------------------|--------------------------------|--------------------------|--|----------------------------|--------------------|--|---------------------------|
| <b>Client Name</b>                                       | <b>Public Safety Radio Communications Assessment</b> | <b>Needs Assessment/ Requirements</b> | <b>Strategic Upgrade Plans</b> | <b>Conceptual Design</b> | <b>Conceptual Design of P25 Design 700/800 MHz trunked systems</b> | <b>RFP / Specification</b> | <b>Procurement</b> | <b>Implementation and Final Acceptance</b> | <b>P25 Implementation</b> |
| <b>Canada</b>  |  |                                       |                                |                          |  |                            |                    |  |                           |
| Calgary Transit  | ✓  | ✓                                     |                                | ✓                        |  | ✓                          | ✓                  |  |                           |
| Edmonton, Alberta Fire Rescue                            | ✓  | ✓                                     | ✓                              |                          |  |                            |                    |  |                           |
| Edmonton, Alberta Police                                 | ✓  | ✓                                     | ✓                              |                          |  |                            |                    |  |                           |
| E-Comm, Vancouver, British Columbia                      |  |                                       |                                | ✓                        |  |                            | ✓                  |  |                           |
| <b>Colorado</b>  |  |                                       |                                |                          |  |                            |                    |  |                           |
| Routt County   |  |                                       |                                | ✓                        |  |                            |                    |  |                           |
| State of Colorado DTR                                    | ✓  | ✓                                     | ✓                              |                          |  |                            |                    |  |                           |
| State of Colorado Microwave                              | ✓  | ✓                                     |                                |                          |  | ✓                          |                    |  |                           |
| <b>Florida</b>   |  |                                       |                                |                          |  |                            |                    |  |                           |
| Collier County   | ✓  | ✓                                     |                                |                          |  | ✓                          | ✓                  | ✓  |                           |
| Gainesville Regional Utilities                           | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  |                           |
| City of Lakeland   | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |
| Nassau County  |  |                                       |                                |                          |  |                            | ✓                  | ✓  |                           |
| <b>Georgia</b>   |  |                                       |                                |                          |  |                            |                    |  |                           |
| Camden County  | ✓  | ✓                                     |                                |                          |  | ✓                          | ✓                  | ✓  |                           |
| Henry County   | ✓  | ✓                                     |                                | ✓                        |  | ✓                          | ✓                  | ✓  |                           |
| LaGrange County  | ✓  | ✓                                     |                                |                          |  |                            |                    |  |                           |
| <b>Iowa</b>  |  |                                       |                                |                          |  |                            |                    |  |                           |
| City of Davenport  | ✓  | ✓                                     |                                |                          |  |                            | ✓                  |  |                           |
| Iowa State Police  | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |
| State of Iowa Department of Corrections                  | ✓  | ✓                                     |                                | ✓                        |  | ✓                          |                    |  |                           |
| Mills County   | ✓  | ✓                                     |                                |                          |  |                            |                    |  |                           |
| <b>Kentucky</b>  |  |                                       |                                |                          |  |                            |                    |  |                           |
| Boone County   | ✓  | ✓                                     |                                |                          | ✓  |                            |                    |  | ✓                         |
| Bowling Green Municipal Utilities                        | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |
| Bowling Green-Warren County                              | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |
| City and County of Henderson                             | ✓  | ✓                                     |                                |                          |  | ✓                          | ✓                  | ✓  |                           |
| <b>Maryland</b>  |  |                                       |                                |                          |  |                            |                    |  |                           |
| State of Maryland  |  |                                       |                                |                          |  |                            |                    | ✓  |                           |
| <b>Minnesota</b>   |  |                                       |                                |                          |  |                            |                    |  |                           |
| Mayo Clinic  |  |                                       |                                | ✓                        |  |                            | ✓                  | ✓  |                           |
| State of Minnesota                                       | ✓  | ✓                                     | ✓                              |                          | ✓  |                            |                    |  |                           |
| <b>Montana</b>   |  |                                       |                                |                          |  |                            |                    |  |                           |
| State of Montana   |  |                                       | ✓                              |                          | ✓  |                            |                    |  |                           |
| Montana 15-90 Interoperable Communications Consortium    | ✓  | ✓                                     |                                |                          |  |                            |                    |  |                           |



# Rowan County, North Carolina

## Radio Communications Consulting

### Federal Engineering Project Management Experience

| Client Name   | Public Safety Radio Communications Assessment | Needs Assessment/ Requirements | Strategic Upgrade Plans | Conceptual Design | Conceptual Design of P25 Design 700/800 MHz trunked systems | RFP / Specification | Procurement | Implementation and Final Acceptance | P25 Implementation |
|---|---|--------------------------------|-------------------------|-------------------|---|---------------------|-------------|-------------------------------------|--------------------|
| Montana Big Sky Consortium                                    | ✓   | ✓                              |                         |                   |   |                     |             |                                     |                    |
| <b>Nebraska</b>   |   |                                |                         |                   |   |                     |             |                                     |                    |
| State of Nebraska   | ✓   | ✓                              |                         |                   |   | ✓                   |             |                                     |                    |
| Metropolitan Utilities District of Omaha, Nebraska            | ✓   | ✓                              | ✓                       |                   |   |                     |             |                                     |                    |
| <b>Nevada</b>   |   |                                |                         |                   |   |                     |             |                                     |                    |
| State of Nevada   | ✓   | ✓                              |                         | ✓                 |   | ✓                   | ✓           | ✓                                   |                    |
| <b>New Hampshire</b>  |   |                                |                         |                   |   |                     |             |                                     |                    |
| Twin State Mutual Aid Fire Association, New Hampshire         | ✓   | ✓                              |                         | ✓                 |   |                     |             |                                     |                    |
| <b>New Mexico</b>   |   |                                |                         |                   |   |                     |             |                                     |                    |
| State of New Mexico   | ✓   | ✓                              | ✓                       |                   |   |                     |             |                                     |                    |
| City of Albuquerque   | ✓   |                                |                         |                   |   | ✓                   | ✓           |                                     |                    |
| <b>New York</b>   |   |                                |                         |                   |   |                     |             |                                     |                    |
| State of New York   |   |                                |                         |                   |   |                     |             | ✓                                   |                    |
| Cortland County   | ✓   | ✓                              |                         |                   | ✓   | ✓                   | ✓           |                                     | ✓                  |
| Essex County  | ✓   | ✓                              |                         |                   |   | ✓                   |             | ✓                                   |                    |
| Lewis County  | ✓   | ✓                              |                         | ✓                 |   |                     |             |                                     |                    |
| New York City Transit / Metropolitan Transportation Authority |   |                                |                         |                   | ✓   | ✓                   | ✓           |                                     |                    |
| <b>North Carolina</b>   |   |                                |                         |                   |   |                     |             |                                     |                    |
| Buncombe County   | ✓   | ✓                              |                         |                   | ✓   | ✓                   | ✓           |                                     | ✓                  |
| New Hanover County  | ✓   | ✓                              |                         |                   | ✓   | ✓                   | ✓           |                                     | ✓                  |
| Orange County   | ✓   | ✓                              | ✓                       | ✓                 |   |                     |             |                                     |                    |
| Pitt County   |   |                                |                         |                   | ✓   | ✓                   |             |                                     |                    |
| Yadkin County   | ✓   | ✓                              |                         |                   |   | ✓                   | ✓           | ✓                                   |                    |
| <b>North Dakota</b>   |   |                                |                         |                   |   |                     |             |                                     |                    |
| State of North Dakota   | ✓   | ✓                              | ✓                       | ✓                 |   | ✓                   | ✓           |                                     |                    |
| <b>Oregon</b>   |   |                                |                         |                   |   |                     |             |                                     |                    |
| State of Oregon   | ✓   | ✓                              |                         |                   | ✓   | ✓                   | ✓           |                                     | ✓                  |
| City of Portland  | ✓   | ✓                              |                         | ✓                 |   | ✓                   | ✓           | ✓                                   |                    |
| Portland General Electric                                     | ✓   | ✓                              |                         | ✓                 |   | ✓                   |             |                                     |                    |
| <b>Tennessee</b>  |   |                                |                         |                   |   |                     |             |                                     |                    |
| Town of Collierville  | ✓   | ✓                              | ✓                       |                   |   | ✓                   | ✓           | ✓                                   |                    |
| Cumberland County   |   |                                |                         |                   |   |                     | ✓           | ✓                                   |                    |
| City of Nashville   | ✓   | ✓                              |                         |                   |   |                     |             |                                     |                    |
| <b>Texas</b>  |   |                                |                         |                   |   |                     |             |                                     |                    |
| City of El Paso   | ✓   | ✓                              |                         |                   | ✓   | ✓                   | ✓           |                                     | ✓                  |
| El Paso County  | ✓   | ✓                              |                         |                   | ✓   | ✓                   |             |                                     |                    |



| <b>Federal Engineering Project Management Experience</b>                           |  |                                       |                                |                          |  |                            |                    |  |                           |
|--|--|---------------------------------------|--------------------------------|--------------------------|--|----------------------------|--------------------|--|---------------------------|
| <b>Client Name</b>   | <b>Public Safety Radio Communications Assessment</b> | <b>Needs Assessment/ Requirements</b> | <b>Strategic Upgrade Plans</b> | <b>Conceptual Design</b> | <b>Conceptual Design of P25 Design 700/800 MHz trunked systems</b> | <b>RFP / Specification</b> | <b>Procurement</b> | <b>Implementation and Final Acceptance</b> | <b>P25 Implementation</b> |
| <b>Virginia</b>  |  |                                       |                                |                          |  |                            |                    |  |                           |
| Caroline County  | ✓  | ✓                                     |                                |                          | ✓  | ✓                          |                    |  |                           |
| City of Chesapeake   | ✓  | ✓                                     |                                | ✓                        |  | ✓                          | ✓                  | ✓  |                           |
| Fauquier, Culpeper, and Rappahannock Counties                                      | ✓  | ✓                                     |                                | ✓                        |  |                            | ✓                  | ✓  |                           |
| City of Hampton  | ✓  | ✓                                     | ✓                              |                          | ✓  |                            |                    |  | ✓                         |
| Hanover County   | ✓  | ✓                                     |                                | ✓                        |  | ✓                          |                    | ✓  |                           |
| King and Queen County  | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |
| Middlesex County   | ✓  | ✓                                     |                                |                          |  |                            | ✓                  | ✓  |                           |
| New Kent County  | ✓  | ✓                                     |                                |                          |  | ✓                          | ✓                  | ✓  |                           |
| City of Newport News   | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |
| Hampton Roads Region, Virginia / Overlay Regional InterOperability Network (ORION) | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |
| Pittsylvania County  | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |
| City of Portsmouth   | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |
| Rockbridge County  | ✓  | ✓                                     |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |
| Sussex County  | ✓  | ✓                                     |                                |                          |  |                            | ✓                  | ✓  |                           |
| City of Virginia Beach   | ✓  | ✓                                     | ✓                              |                          |  |                            |                    |  |                           |
| <b>Washington</b>  |  |                                       |                                |                          |  |                            |                    |  |                           |
| Bonneville Power Administration  | ✓  |                                       |                                |                          |  | ✓                          | ✓                  |  |                           |
| Pierce County  | ✓  |                                       | ✓                              |                          |  |                            |                    |  |                           |
| City of Redmond  | ✓  |                                       |                                |                          |  | ✓                          | ✓                  |  |                           |
| City of Seattle  | ✓  |                                       |                                |                          |  |                            |                    | ✓  |                           |
| State of Washington  | ✓  |                                       | ✓                              |                          |  |                            |                    |  |                           |
| <b>Wisconsin</b>   |  |                                       |                                |                          |  |                            |                    |  |                           |
| Dane County  | ✓  |                                       |                                |                          | ✓  | ✓                          | ✓                  |  | ✓                         |
| Manitowoc County   | ✓  |                                       |                                |                          | ✓  | ✓                          |                    |  | ✓                         |
| State of Wisconsin   | ✓  |                                       | ✓                              | ✓                        |  |                            |                    |  |                           |
| <b>Wyoming</b>   |  |                                       |                                |                          |  |                            |                    |  |                           |
| State of Wyoming   | ✓  |                                       |                                |                          |  |                            |                    |  |                           |
| Campbell County  | ✓  |                                       |                                |                          |  |                            |                    |  |                           |
| City of Gillette   | ✓  |                                       |                                |                          |  |                            |                    |  |                           |

## 2.2 Knowledge of Public Safety Radio Systems

**FE** consultants have worked on practically every type of system and in hundreds of project and operational situations. As a result, we are familiar with and understand the complexity



that will be involved with upgrading the County's system to the desired service and performance levels. A sampling of our knowledge includes the following:

### Land Mobile Radio Systems

- Trunked
- Simulcast
- Multicast
- Analog
- Digital

### Frequency Bands

- Low band
- T-band
- VHF
- UHF
- 700/800 MHz
- 900 MHz
- 2.4, 4.9, 5.8 GHz
- Other licensed and unlicensed bands

### Land Mobile Radio Technologies

- APCO TIA P25
- MPT1327
- TETRA
- DMR
- SCADA

### Manufacturers' Systems and Equipment

- Harris (M/A-COM)
- Motorola
- Tait
- Airbus DS (Cassidian)
- EF Johnson
- Raytheon
- DataRadio
- Others

### Broadband/Advanced Wireless Technologies

- LTE
- WiMAX
- WiFi
- Integrated voice and data

### Backhaul Systems

- Microwave
- T-carrier
- Optical fiber

## Leveraging Our Industry Reputation and Emerging Technologies

**FE** is a corporate affiliate of leading industry groups, and our consultants are heavily involved in the organizations below. This investment of time and energy by our staff in participating in current LMR trends enables us to stay abreast of and anticipate upcoming developments in radio system technologies and allows us to provide a voice for first responders in standards development.

- Association of Public-Safety Communications Officials (APCO)
- National Emergency Number Association (NENA)
- National Association of State Telecommunications Directors (NASTD)
- Project 25 Technology Interest Group (PTIG)
- P25 Phase 2 Industry Roundtables and Best Practices Workshops
- Radio Club of America (RCA)
- National Fire Protection Association (NFPA)
- Alliance for Telecommunication Industry Solutions-Emergency Service Interconnection Forum (ATIS-ESIF)
- Telecommunications Industry Association (TIA)
- Internet Engineering Task Force (IETF).
- National Public Safety Telecommunications Council (NPSTC)
- Federal Partnership for Interoperable Communications (FPIC)
- Institute of Electrical and Electronic Engineers (IEEE)

Our team is recognized by their peers; our consultants chair national technical committees and have had papers published by many professional organizations. Our consultants serve on the APCO Commercial Advisory Council and MissionCritical Communications magazine's editorial advisory board, and **FE's** chief consultant currently serves on the NG9-1-1 Institute Board of Directors.

We regularly present at APCO and NENA national and regional conferences, as well as the International Wireless Communications Expo (IWCE). **FE's** interactive coverage methodology



tool, **FECoverage™**, has set the industry standard and we have been invited by IWCE to deliver real-time workshops highlighting its effectiveness for the past four years.

*Over the past two years our experts have participated in over 37 sessions at IWCE and APCO on P25, LMR and LTE, and other relevant topics.*

## 2.3 Recent Relevant Experience in North Carolina



For **Buncombe County, North Carolina**, **FE** conducted a needs analysis, collecting, compiling, and analyzing key information obtained from county public safety wireless systems users. We also conducted an assessment of the county's existing infrastructure to determine if sites were suitable for continued use or if modifications were required for an upgraded system.

Estimated costs associated with improving the sites to meet the county's needs were provided. **FE** performed system propagation analysis to analyze outdoor and in-building coverage and modeled coverage in the VHF, UHF and 700 MHz frequency bands. We also developed a conceptual design for the system infrastructure, backhaul, and capacity meeting the county's requirements and developed the county's RFP for a digital trunked 800 MHz radio communications system.

**Yadkin County, North Carolina** selected **FE** to assist with the procurement process of acquiring a new public safety radio system to comply with FCC narrowbanding requirements. **FE** reviewed unsolicited system proposals the county had already received and recommended that the county issue an RFP. **FE** conducted an abbreviated needs assessment with baseline coverage study and developed an RFP. **FE** assisted the county with contract negotiations and implementation support, including tower structural analyses to verify the vendor's final design viability. This project was completed in 2016.



**New Hanover County, North Carolina** selected **FE** to conduct needs assessments and coverage analyses, and develop recommendations for a new, countywide public safety mobile radio network. **FE** generated an RFP based on the design and provided procurement assistance, proposal evaluations, and contract negotiation support. **FE** conducted program management and implementation support for the county's new 800 MHz, digital public safety

mobile radio network **FE** also provided program management and technical assistance for the county's 800 MHz rebanding. This project was completed in 2015.

**Orange County, North Carolina** selected **FE** to recommend a solution to resolve the county's public safety radio system coverage and capacity deficiencies. **FE** conducted a thorough user needs assessment with county fire, law enforcement, and EMS agencies to fill information gaps and gather requirements for the upgraded system. Our team explored the current portable, mobile, and in-building coverage and capacity issues in depth with county agency representatives during the needs assessment. **FE** then developed a set of high-level requirements for enhancements to the VIPER network to be used to provide an upgrade to a viable digital system for county agencies. **FE** performed coverage and capacity analyses to recommend a radio site constellation and set of

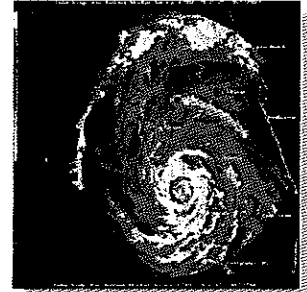


channels, determine required modifications to existing towers, specify equipment needs to upgrade to P25, consider the inclusion of a backup conventional subsystem that includes a station and unit paging system, and outline the tower type and construction for any new sites. This project was completed in 2013.

### ***Understanding Public Safety Communications in Hurricane Environments***

Although not as vulnerable as the State's coastal areas, Rowan County's location is still vulnerable to natural disasters such as hurricanes, high winds, and flooding.

Through experience gained on our multiple projects in North Carolina and other coastal states, we understand that radio communications systems must be built to higher standards of redundancy and survivability to withstand the potential for severe weather events, must be capable of operating for extended periods on backup or emergency powers systems, and must support mutual aid communications with other first responders coming to render aid for communities impacted by these severe weather events.



We will address the following issues in our radio system planning and design for the County to minimize system outages and facilitate both quick disaster response and efficient disaster recovery:

- Structures must be able to withstand hurricane force winds, high waters, and tidal surges to provide communications during disasters and so they do not become part of the problem during disaster recovery
- Radio sites must have adequate backup power (larger fuel tanks, portable generators, and other means) to provide power during long outages
- Evacuation routes must have very good coverage
- All first responders and secondary responders (utilities, public works, and others) must have interoperable communications to coordinate road blockage, fallen trees, notification, and clearing
- If school buses are utilized to evacuate shelters, they will need access to the communications system
- A radio cache should be available to accommodate outside assistance
- A "site on wheels" may be considered to provide coverage where a communication site is lost
- Dispatch systems should be designed to allow for dispatching from a backup location or locations. This entails linking additional emergency use consoles to the radio system via wireless, Ethernet, T1, and/or other means.





## 2.4 Client Satisfaction with *FE* as an Independent Trusted Advisor

*FE's* certified independence guarantees that Rowan County will receive totally objective analyses. Unlike some consulting firms, *FE* has no business relationship with any suppliers of public safety communications equipment or software, nor do we provide any services to them. We are not engaged in, nor are we associated with, the business of selling, servicing, or renting radio communications, telephony, CAD, or any other systems.

We are your trusted advisor, helping you attain your goals and objectives in a cost-effective manner. A sampling of recent system procurements shown below are evidence that *FE's* involvement has resulted in a wide range of major system vendor selections.

| <i>Client</i>                         | <i>Radio System Vendor</i> |
|---------------------------------------|----------------------------|
| State of Oregon                       | Harris                     |
| King and Queen County, Virginia       | Tait                       |
| City of Virginia Beach, Virginia      | Motorola                   |
| ORION, Hampton Roads Region, Virginia | Motorola                   |
| Buncombe County, North Carolina       | Airbus DS (Cassidian)      |
| Manitowoc County, Wisconsin           | Motorola                   |
| Dane County, Wisconsin                | Harris                     |
| Pittsylvania County Virginia          | Harris                     |

Our specialists have considerable experience supporting public safety radio systems negotiations with a proven track record of saving millions of dollars for our clients. Because our team deals with vendors on a regular basis, we have insights into their negotiation methods and practices that will prove invaluable to the County.

## 2.5 P25 Experience

Rowan County seeks a consultant experienced with P25 radio system upgrades. In addition to the P25 experience described in previous sections, *FE* is proud to share our leadership as consultants to the first three P25 Phase 2 system procurements/ implementations in the United States:

- Buncombe County, North Carolina—*FE* assisted with the procurement and supervised the deployment of the first Airbus DS (formerly Cassidian Communications) P25 Phase 2 implementation in the U.S.
- Bowling Green Municipal Utilities, Kentucky—*FE assisted with the procurement and supervised the first P25 Phase 2 system implementation in the U.S.*, a Motorola Astro 25 system.
- State of Oregon—*FE* assisted with the procurement of the first Harris Corporation P25 Phase 2 implementation in the U.S.

Our firm remains on the forefront of technology today.



## **2.6 References**

The projects listed in our references on the following pages demonstrate our excellent recent experience in performing projects with similar project goals for city and county systems of comparable size and subscriber base.

*FE is one of the few public safety consulting firms who has not changed hands or ownership over the past three decades. Every project described in our references has been completed successfully under FE technical management and by FE staff with the company today.*

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# NEW HANOVER COUNTY, NORTH CAROLINA Public Safety Communications Consulting



## Project Dates

2005 – 2015

## Relevant Technologies

- P25
- Digital LMR
- 800 MHz
- Trunked

## Project Contact

Stephen Still  
Director of Emergency Management  
230 Market Place Drive Suite 115  
Wilmington, NC 28403  
910-798-6910  
sstill@nhcgov.com

## Project Snapshot

- Collect information on and assess radio infrastructure, licenses, applications, operations, channel usage, and sites
- Assess all existing sites and several potential sites
- Develop system specifications and features RFP
- Assess vendor technical proposals and recommend compliant vendor to county
- Provide program management and IV&V services
- Rebanding program management
- Low voltage systems design and implementation oversight for Admin Bldg

## Project Description

New Hanover County, North Carolina, retained **FE** to provide needs assessment, design, RFP generation, system procurement, and implementation services for their 800 MHz public safety system. Subsequently, the county required the design of low voltage signaling infrastructure for IT, telecom, and security systems to support the daily operations of the County Administration Building. **FE** assessed the needs of the county's mobile and portable radio users by collecting information about the existing radio infrastructure, licenses, applications, operations, channel usage, and sites via interviews and questionnaires.

The **FE** team assessed existing sites and several potential sites for an additional tower to improve coverage, then developed system specifications and features for both the LMR system and the microwave network and incorporated them into an RFP. **FE** developed an evaluation matrix for ranking the vendors' technical proposals, conducted the vendor pre-bid conference, reviewed vendor questions, and prepared the responses and RFP addenda. **FE** evaluated new vendor technical proposals, processed the vendors' cost proposals, combined the technical and cost proposals to rank the vendor proposals, and recommended a compliant vendor to the county.

During the implementation phase, **FE** coordinated the *Installation and Implementation Oversight Plan* with the installation and equipment vendors' plans. This detailed oversight plan guided **FE** to oversee and evaluate the implementation of each site (for both radio stem and microwave installation) and the dispatch center. The 800 MHz P25 countywide system is currently operational and meets New Hanover County's requirements for a reliable first responder network.

**FE** also provided program management and technical assistance for the county's 800 MHz rebanding as well as design and implementation oversight for low voltage systems in the County Administration Building.



# YADKIN COUNTY, NORTH CAROLINA

## Procurement and Implementation Support and Tower Inspections



### Project Dates

2013 – 2016

### Relevant Technologies

- Analog
- VHF
- Conventional
- Simulcast
- Microwave

### Project Contact

Lisa Hughes  
Deputy County Manager  
217 East Willow St.  
Yadkinville, NC 27055  
336-679-4200  
[lhughes@yadkincountync.gov](mailto:lhughes@yadkincountync.gov)

### Project Snapshot

- Reviewed unsolicited system proposals received by the County
- Provided recommendation that the County issue an RFP
- Conducted abbreviated needs assessment with baseline coverage study
- Developed RFP
- Assisted County with contract negotiations and implementation support
- Tower structural analyses and request for quotes for tower modifications

### Project Description

Yadkin County, North Carolina, was operating a three-site Tait Quasi-Sync wideband VHF public safety mobile radio system supporting 12 combination (paid/ volunteer) fire and/or rescue agencies, countywide emergency medical services, the county sheriff (court, detention, patrol, civil and investigations divisions), county public safety answering point, and other agencies. The system supported the police departments and other departments within the municipalities of Boonville, East Bend, Jonesville, and Yadkinville. **FE** was selected to provide procurement support for upgrades or modifications to the system that will satisfy the narrowbanding requirement.

**FE** assessed the current proposal and made recommendations, reviewed the work products of the previous consultant including the initial assessment and recommendations, and presented the findings and recommendations to the County Administrator and County Board.

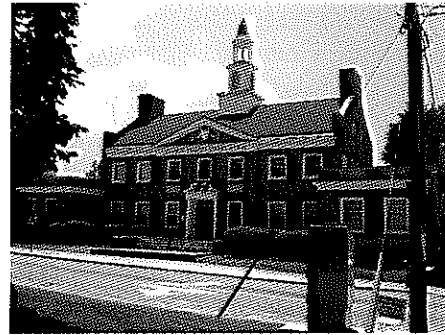
**FE** conducted a coverage assessment and produced a set of maps for both mobile and portable subscriber units depicting major geographical landmarks and the area topography, including scale, color schemes, highway/road data, jurisdictional boundaries, and desired performance characteristics. **FE** developed technical specifications to serve as the basis for an RFP, updated the technical specifications based on County review and comments, reviewed the vendor proposal selected by the County, assisted the County with contract negotiations, and provided support for technical issues.

**FE** provided implementation services which included the modifying of existing antenna support structures to support new LMR and microwave equipment.



# ORANGE COUNTY, NORTH CAROLINA

## Radio System Upgrade Plan and Coverage Analysis



### Project Dates

2012 – 2018

### Relevant Technologies

- Analog to digital
- 800 MHz
- Trunked
- Multicast
- Paging and logging recorder
- Microwave

### Project Contact

Jim Groves  
Emergency Service Director  
200 S. Cameron St.  
P.O. Box 8181  
Hillsborough, NC 27278  
919-245-6140  
[jgroves@orangecountync.gov](mailto:jgroves@orangecountync.gov)

### Project Snapshot

- Assessed options for improving radio coverage
- Conducted a user needs assessment
- Conducted system requirements assessment
- Conducted a coverage workshop
- Developed alternatives report
- Performed coverage and capacity analyses

### Project Description

Orange County has diverse challenges for public safety communications, including coverage and varied operational environments. The County selected **FE** to recommend a solution to resolve the county's public safety radio system coverage and capacity deficiencies.

**FE** conducted a thorough user needs assessment with county fire, law enforcement, and EMS agencies to fill information gaps and gather requirements for the upgraded system. Our team explored the current portable, mobile, and in-building coverage and capacity issues in depth with county agency representatives during the needs assessment.

Using this information, **FE** developed a set of high-level requirements for enhancements to the VIPER network that can be used to provide an upgrade to a viable digital system for county agencies. Based on the county-approved requirements.

**FE** performed coverage and capacity analyses to recommend a radio site constellation and set of channels, determine required modifications to existing towers, specify equipment needs to upgrade to P25, consider the inclusion of a backup conventional subsystem that includes a station and unit paging system, and outline the tower type and construction for any new sites.

**FE's** evaluation of user needs, combined with baseline assumptions, VIPER and technology trends, allowed for the identification of specific system requirements that will be used in the development of RF coverage improvements for the 800 MHz VIPER system, as well as for the station alerting and paging systems in use.



# CITY AND COUNTY OF HENDERSON, KENTUCKY Radio Communications Consulting



## Project Dates

2014 – 2018

## Relevant Technologies

- 700 MHz
- Analog and digital
- VHF/UHF
- Conventional and trunked
- Logging recorder
- Fire alerting

## Project Contact

William “Buzzy” Newman  
Assistant City Manager  
222 First Street  
Henderson, KY 42420  
270-831-1200  
bnewman@cityofhendersonky.org

## Project Snapshot

- Conduct needs assessment
- Prepare alternatives analysis
- Develop RFP and procurement-related documents
- Assist with vendor proposal review and contract negotiations
- Provide implementation support

## Project Description

**FE** provided professional guidance in support of acquiring a modern, efficient, and cost-effective communications system for the first responders. **FE** is providing services to the City and County of Henderson in three phases: Phase 1–Needs Assessment and Alternatives Analysis, Phase 2–Procurement Support, and Phase 3–Implementation Support.

**FE** inspected radio communication sites to determine the current state of the equipment and installations, and conducted onsite interviews to identify user communication needs.

The City and County of Henderson agencies use multiple systems to dispatch their first responders. **FE** identified the needs of the five primary system categories, which included City Police and City Fire, County Sheriff, and multiple volunteer fire departments. Part of the on-site interview process was potential interest in sharing a new countywide system.

From the information obtained during the on-site interviews and site visits, **FE** developed and evaluated three alternatives for improving the City and County systems: upgrade the current system, simulcast conventional, and simulcast trunking

**FE** determined user needs through onsite interviews, developed system alternatives, and prepared a competitive RFP for procurement of the replacement system. Multiple proposals were received, and **FE** conducted technical compliance reviews, and requested clarifications from bidders where appropriate. **FE** also assisted in vendor negotiations and vendor contract finalization.

**FE** is currently providing technical assistance to the City and County during implementation of the replacement system.





# **CITY OF CHESAPEAKE, VIRGINIA**

## **Communications Needs Assessment, Conceptual Design, and Procurement and Implementation Support**



### **Project Dates**

2012 – 2022

### **Relevant Technologies**

- 700 / 800 MHz
- P25
- Trunked
- Microwave backhaul

### **Project Contact**

Bernie Reaser  
Radio Systems Administrator  
300 Shea Drive  
Chesapeake, VA 23322  
757-382-6692  
[breaser@cityofchesapeake.net](mailto:breaser@cityofchesapeake.net)

### **Project Snapshot**

- Review documentation and existing system
- FCC license review
- Stakeholder interviews
- Site surveys
- Develop conceptual design
- Develop cost estimate
- Generate functional specifications
- Provide implementation support

### **Project Description**

The City of Chesapeake, Virginia, selected **FE** to provide consulting services regarding the upgrade of the city's current radio communications system to an interoperable P25 system leveraging existing 800 MHz and 700 MHz frequencies, sites, and infrastructure. Regional interoperability is an important element.

**FE** determined the city's needs through existing documentation and FCC license review, on-site face-to-face interviews with agencies and stakeholders, and detailed site surveys. **FE** developed a conceptual system design including budgetary costs based upon the needs assessment. **FE** created a requirements tracking matrix documenting the collected needs and used this matrix throughout the entire project to ensure subsequent tasks align with Chesapeake's documented needs. **FE** also assisted the city in reviewing vendor proposals, attending vendor presentations, and attending city evaluation team meetings.

**FE** is contracted to support implementation, construction, optimization and system acceptance supervision services and technical support during the installation, construction, testing and cutover phases of Chesapeake's communications system. **FE's** role includes independent vendor testing supervision to verify that the system is working as required during staging, functional testing, coverage (indoor and outdoor) testing, acceptance testing and system cutover.



# BUNCOMBE COUNTY, NORTH CAROLINA

## System Assessment and Upgrade Planning and RFP Development



### Project Dates

2010 – 2016

### Relevant Technologies

- Digital
- P25
- VHF/UHF
- 700 MHz
- Microwave

### Project Contact

Bryan Dillingham  
Network and Communications Manager  
59 Woodfin Place  
Asheville, NC 28801V  
828-250-6807  
bryan.dillingham@buncombecounty.org

### Project Snapshot

- Perform system propagation analysis
- Prepare propagation maps
- Conduct needs analysis
- Conduct infrastructure assessment
- Provide estimated costs for site improvements
- Develop and submit Needs Assessment and System Recommendation Report
- Develop and submit Conceptual Design Report
- Present recommended solution to the county
- Provide on-call technical consulting services regarding PSMR technology, microwave systems, consoles, and dispatch center systems
- Develop RFP

### Project Description

Buncombe County, North Carolina engaged Federal Engineering to evaluate the existing system, plan for an upgrade, design a compliant system, and recommend a solution.

**FE** conducted a needs analysis, collecting, compiling, and analyzing key information obtained from county public safety wireless systems users. We also conducted an assessment of the county's existing infrastructure, surveying the five simulcast transmit sites and the one receive-only site used for radio coverage to determine if they were suitable for continued use or if modifications were required for an upgraded system. Estimated costs associated with improving the sites to meet the county's needs were provided.

**FE** performed system propagation analysis to analyze outdoor and in-building coverage and modeled coverage in the VHF, UHF and 700 MHz frequency bands. We also developed a conceptual design for the system infrastructure, backhaul, and capacity meeting the county's requirements and developed the county's *RFP for Detention Facility of the Buncombe County Sheriff Office Digital Trunked 800 MHz Radio Communications System*.

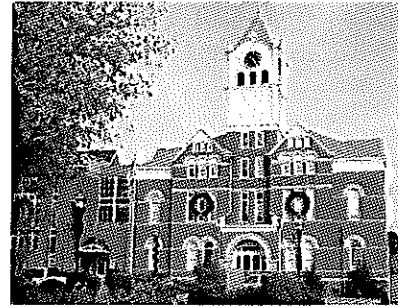
**FE** recommended cost-effective, shared, reliable mobile wireless infrastructure enhancements which met the county's requirements. The county retained **FE** to provide on-call technical consulting services regarding public safety mobile radio technology, microwave systems, consoles, and dispatch center systems.



## HENRY COUNTY, GEORGIA Radio Systems Consulting

### Project Dates

2014 – 2018



### Relevant Technologies

- 800 MHz
- P25 digital
- Simulcast
- VHF / UHF
- RF coverage

### Project Contact

Don Ash  
E911/EMA Director  
Henry County Emergency Center  
526 Industrial Blvd  
McDonough, GA 30253  
770-288-7870  
dash@co.henry.ga.us

### Project Snapshot

- Evaluation of existing facilities
- Determine radio coverage
- Determine interoperability requirements
- Conceptual design
- Develop short- and long-term communications plan
- Develop RFP specifications
- Assist with creation of RFP evaluation criteria
- Review vendor proposals
- Conduct vendor negotiations
- Provide implementation support
- Provide technical support

### Project Description

Henry County had an 800 MHz simulcast radio system. Their desire was to transition into a P25 800 MHz public safety radio system with improved coverage. The overall program is structured into three phases: Phase I—System Assessment and Conceptual Design; Phase II—Procurement Support; Phase III—Implementation Support.

**FE** performed an evaluation of existing facilities, determined radio coverage before and after FCC mandated narrowbanding, determined future interoperability requirements, and identified and explored funding opportunities for future expansion. **FE** developed three separate conceptual designs containing mitigation strategies and budgetary estimates. **FE** assisted the county in preparing RFP documents and aided with developing evaluation criteria and provided support during the evaluation and negotiation periods.

**FE** is contracted to provide implementation support during the final phase of the project by supervising the construction of the infrastructure, the receiving of all specified equipment, the quality and adherence to the stipulated standards for all work performed and the approval of all pay requests and change orders.



### **3 PROJECT APPROACH AND UNDERSTANDING**

#### **3.1 Understanding of Work to be Performed**

**FE** fully understands the work necessary to assist the County in achieving its objectives for improved coverage, interoperability, features and functionality, voice communications with other public safety and non-public safety agencies, and enhanced fire paging/alerting.

Rowan County shares operation of a Motorola P25 800 MHz trunked digital radio system with the City of Salisbury that serves police, fire, EMS, and related users throughout the County. The County is facing several issues directly impacting its radio communications systems and recognizes the need to develop a plan for system ownership, continuity, operations, and replacement for future stability. Specific items facing the County include the following:

- Phase-out of support and parts availability for elements of the existing equipment
- User requests for features such as GPS location, RING continuity capability and similar enhancements that the current system does not support
- Identify and address user interest in increased data capabilities and applications including the review of FirstNet impact and interoperability

The County's objective is to work with an independent communications consultant to assess the existing public safety radio system and related subsystems, specifically fire/EMS VHF simulcast paging/alerting and 800 MHz trunked paging. Working with the County, **FE** will develop recommendations for upgrading or replacing these systems and components and a proposed structure for enhanced operations. The County has identified three phases for the project:

- Phase 1—Needs Assessment and Recommendations
- Phase 2—RFP Procurement and System Upgrades, including developing and conducting a Subscriber Radio Testing and Verification Program
- Phase 3—Project Management and Implementation Support Services

***Because we are one of the largest independent public safety consulting firms, we leverage this experience to save our clients costs—on the order of millions of dollars—for public safety information technology systems.***

#### ***Our Proven Project Management Approach Works to Meet Your Needs***

**FE** recognizes that projects such as this one requires effective project management. We have worked on many large scale, multi-year projects and have developed effective methodologies to manage these types of consulting projects.



Our team's adherence to the Project Management Institute Project Management Body of Knowledge agile methodologies facilitates timely completion of deliverables. **FE** has developed a methodical and defined approach to projects that align with the Project Management Institute's (PMI) approach to project management.

We tailor our project approach to fit the needs of our clients and design a custom solution that solves your unique challenges. The key component to managing any project is our unique ability to apply this methodology and its components to manage the success of the project. Our project management methodology, applied with our public safety and technology experience, produces success on hundreds of projects each year, many of them similar to the County's engagement.

**FE** will apply continuous project management to support the County's entire project lifecycle, completing each phase to complete satisfaction before opening the gate to the next phase. **FE's** adherence to PMI methodologies facilitates timely deliverables that are within budget and compliant with requirements; a majority of our project managers are certified Project Management Professionals (PMP).

*"FE consultants continue to be very helpful throughout this phase of the project. Your project manager has developed an excellent relationship with our County Manager and the Directors on the Governance Committee."*

*~Jay Vargo, IT/Radio Communications Director, Pinal County, Arizona*

**FE** develops customized solutions and process tools, unique to each client. Many public safety consultants use standard templates for conducting site surveys, user interviews, developing RFP specifications, and preparing report deliverables. We apply our extensive body of knowledge to each project, as we customize each survey tool and deliverable to your unique situation. Clients have said, on many occasions, that the quality of our deliverables is superior to other firms' reports due to our focus on custom solutions and thorough quality control.

Our past and current clients have expressed satisfaction and given prompt approval of our RFPs. We have received feedback from system vendors that our RFPs are fair and allow them to prepare comprehensive, clear responses. No system award based on an RFP written by **FE** has ever been successfully protested.

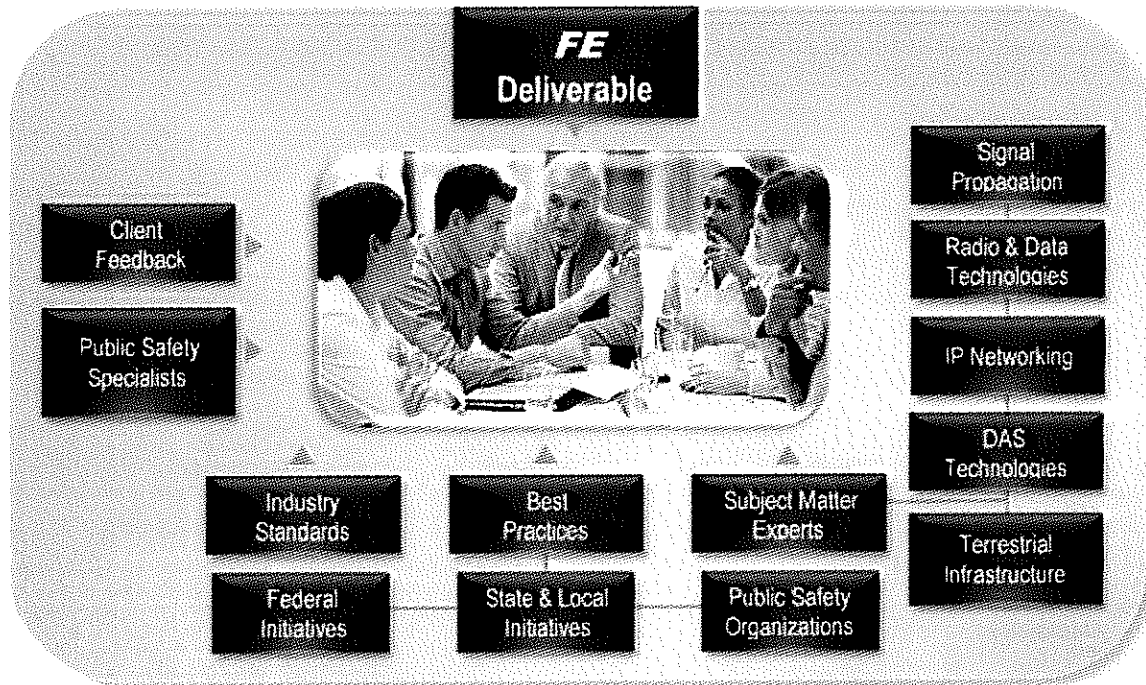
Our proposal and detailed scope of work in this section outlines the key issues that our team will help you address as we work together to analyze, recommend technical and operational solutions, then oversee the procurement of infrastructure components and subscriber equipment and installation.

### ***Our QA Process Provides Clients with the Highest-Quality Deliverables***

**FE** recognizes that no project is complete without a rigorous quality assurance (QA) program. Our program supports the successful execution of the project by applying specific and rigorous QA measures to system analysis and design, vendor processes, independent quality verification testing, documentation, and reports.



Through our industry contacts, client feedback, and use of subject matter experts (SME), we have developed a comprehensive deliverable review program, managed by our Quality Assurance Review Board, shown in Exhibit 2. The County will benefit from **FE's** quality assurance (QA) processes and program throughout the project.



**Exhibit 2—Quality Assurance Review Board**

***FE's quality assurance review process takes advantage of best practices, SMEs, and client feedback to assure the highest quality in our project deliverables.***

The **FE** Quality Assurance Review Board manages our peer review process to assure that our internal procedures and delivered documentation and reports are of the highest quality. Peer reviewers are individuals with skill sets directly applicable to the program. They are typically not involved in the day-to-day aspects of the program but, rather, serve in a “red team” capacity ***challenging the program team and assuring that all decisions have been well thought-out.*** Periodic technical reviews are conducted throughout the duration of the program and draft reports evaluated before delivery.

The County will be an active participant in our quality assurance process by providing feedback on drafts so we can include necessary revisions in the final deliverables. This methodology provides the County with the best value for your consulting services investment.





## 3.2 Phase I—Needs Assessment and Recommendations

### *Project Initiation*

**FE** will begin by coordinating project planning with the County's project manager. We will schedule and lead a project initiation meeting with designated County officials on a mutually agreed-upon date following contract signing. This initial meeting will establish a common understanding of the project goals, objectives, and vision, items best understood through a close working relationship between our respective management teams and staffs. During this half-day meeting, we will engage in a high-level review of the primary user agencies' communications needs.

We will use this meeting as the first opportunity to establish the foundation for our ongoing relationship. The adjacent text box summarizes key topics discussed during the project initiation meeting.

**Documentation Review**—Before meeting with the County, we will request and review County-supplied system documentation, including previous studies, as-built documents, Federal Communication Commission (FCC) licenses, radio shop records, site information, equipment and subscriber inventories, existing user or governance agreements, and other documents to begin assessing the system and its operations across agencies. We will also request documentation from the City of Salisbury because the systems are shared, as well as from the City of Kannapolis, where the backup dispatch center is located. Performing a detailed review of the current documentation provides us with a common starting point and a foundation for a complete understanding of the status of the County's system.

### *Site Visits*

Immediately following the project initiation meeting we will conduct site surveys of the County's four RF sites with both 800 MHz and VHF equipment, the master site and prime site, primary dispatch center, and backup dispatch center in Kannapolis. We will evaluate interfaces to ancillary systems such as Computer Aided Dispatch, logging recorders, the VHF simulcast paging/alerting channels mainly used for fire/EMS, and the 800 MHz trunked paging system. We will assess sites and equipment for redundancy and resiliency, especially during natural disasters.

Leveraging our experience surveying thousands of radio sites across the country, our project team will review the status of each of the radio sites in the County. To provide a cost-effective plan for the County, **FE** will review data previously collected to develop an assessment of the conditions and equipment at each site prior to the site visits.

During the RF site visits, **FE** will confirm site coordinates including latitude, longitude, and elevation, and will collect information about the sites, typically including the following:

#### **Project Initiation Meeting Agenda**

- Introductions
- Clarify roles
- Review project objectives and expectations
- Review key issues
- Review key milestones and schedule
- Review and clarify deliverables
- Finalize user interview schedule
- Review status reporting methodologies
- Determine progress review meeting schedule
- Resolve immediate issues
- Build relationships



- Access road conditions
- General site conditions
- HVAC (i.e., environmental)
- Antennas and mounts
- Physical availability of surrounding land
- Perimeter security
- Equipment shelter
- Nearby obstructions that may impact paths or coverage
- Transmission line support structures
- Waveguide and dry air systems
- AC and/or DC power
- Emergency power
- Electronics, both radio and microwave
- Service history
- Grounding/variances from standards

We will rely on documentation and inventory records provided by the County, information from the County's radio system service provider, and data from our site surveys to develop an analysis of the conditions and evaluate and quantify the radio communications equipment at each of the County's radio sites. We will identify the components of the existing system and identify if any could be retained in a new system. The results of our analysis will be included in the next task's report, *Needs Assessment and Requirements Report*.

### ***Needs Assessment and Requirements Definition (User Interviews)***

**Determine User Requirements**—The requirements assessment task is one of the most important efforts because it establishes the foundation for systems' analyses. This task has the following four objectives:

- Identify and document current and future user needs
- Solicit users' perceptions of current system performance including gaps that do not meet their needs
- Educate users as to what is practical and affordable
- Begin to build consensus and eventual "ownership" in the recommendations.

The focus of this task is the collection, compilation and analysis of key information obtained from a broad spectrum of County management and user agencies. Our interview approach will include face-to-face meetings, focus group meetings and, as required, telephone interviews. Interviews are envisioned to last approximately one to two hours each. Detailed notes will be captured by our interviewers.

**FE** will work with the County project manager to plan a combination of individual interviews and focus groups over two days on-site. Our project manager will develop a customized questionnaire that will form the basis for the interviews and submit it to the County project manager for review. The interview approach will generally follow the questionnaire but will also allow for additional areas of the interviewee's choice to be discussed. Functional, performance, and operational needs will be addressed.

The County does not need a study to put on the shelf. Clearly this program must "hit the mark" and deliver practical solutions. Diverse groups within the County have different needs. The critical success factors paramount to one user group are likely to be very different than those of other groups. Because this study incorporates the needs of an extremely broad



spectrum of users, the challenges grow exponentially. The true “art” in this process is to develop a requirements document that will be embraced by all users.

Early involvement helps to encourage a broader understanding and participation by all stakeholders with the assurance that their issues are being addressed and incorporated into the overall design. Based upon hundreds of consortia, local, county, and state government projects, our technical experts have extensive experience in creating and facilitating this sense of unity and participation. Our team appreciates and understands the need for representative user participation to build consensus in the early stages and to gain buy-in by the broadest group of participants. Once achieved, this participation must be constantly reinforced through a program of proactive, robust communications and the opportunity for ongoing dialog among the stakeholders. Our plan will facilitate both critical factors.

This methodology reflects our strong belief that the County infrastructure should be user driven, as opposed to technologically or politically driven, to best serve user needs. To achieve this goal, **FE** will carefully analyze the requirements of the relevant departments and stakeholders to establish a baseline of operational user needs, including maintenance/radio shop support, system ownership and governance, increased data capabilities and applications, subscriber radio features, accessories, and paging operations in the P25 environment. Common needs will be identified as will those unique to specific organizations. Where needs diverge or conflict, we will use our expertise and experience to recommend an approach to resolving the differences.

**FE** will prepare a draft *Rowan County Needs Assessment and Requirements Report* based upon our site visits and interviews, outlining the results of our user interviews and agreed-upon requirements. We will present the results of our Needs Assessment to the County in an on-site session. After the meeting, we will revise the report based on County comments and recommendations and issue the final *Rowan County Needs Assessment and Requirements Report*.

*“We needed additional expertise and selected Federal Engineering because of their unique technical and operations backgrounds.*

*FE personnel have served as first responders and understand, from a user perspective, how these systems must function.*

*~Terry Owen, Project Manager, Edmonton, Alberta*

## ***Analysis and Recommendations***

### **Coverage and Redundancy/Resiliency Analysis**

Portable and mobile coverage is the single most important characteristic of a mobile radio network. An advanced digital network is of little value if the users cannot access it due to unreliable coverage. Recognizing this years ago, Federal Engineering made major investments and developed **FEPerformancePro™**, a powerful toolset used to accurately model radio network performance.



**FEPerformancePro™** is based upon the ICS Telecom software engine used by the Department of Defense (DoD), FCC, NTIA, and APCO for radio network analysis. Its accuracy has been confirmed by the Federal Government and validated for clients by drive testing by **FE** and numerous network implementations.

**FEPerformancePro™** includes the following network analysis tools:

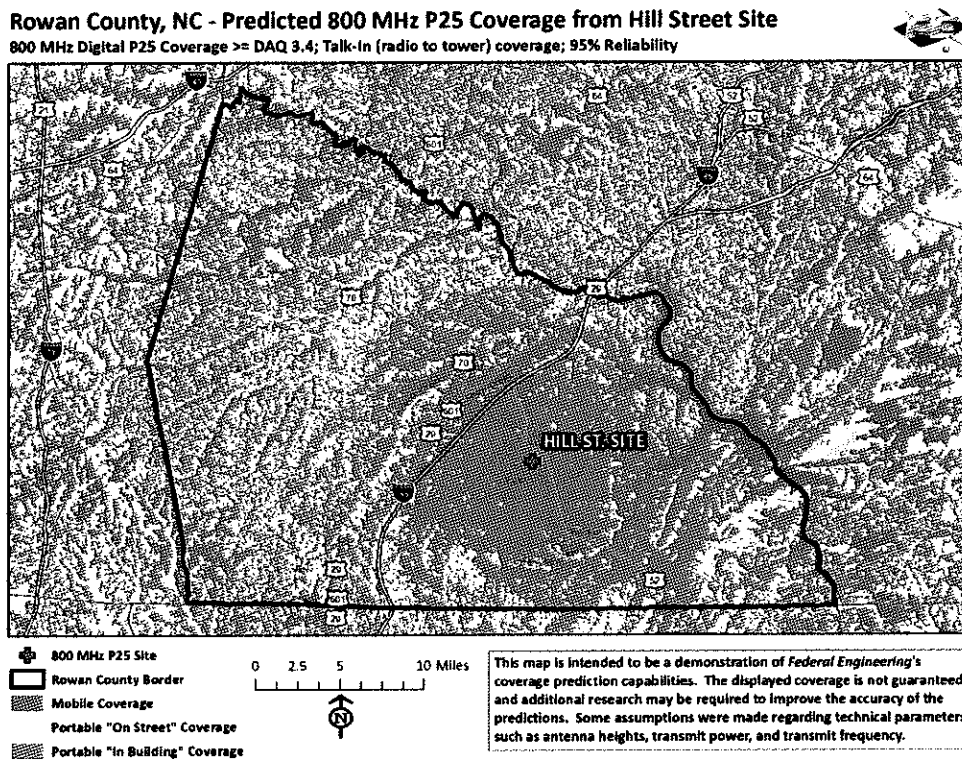
- **FECoverage™** - complete coverage analysis tool
- **FEMapper™** - high-resolution mapping tool
- **FENetwork™** - network capacity analysis tool
- **FEMitigate™** - system-wide interference analysis tool (optional)
- **FETeamCoverage™** - interactive user coverage workshop

Our coverage expert will work with the County project manager to determine how coverage plots should be depicted, including color schemes, topology, roads, patrol zones, and other characteristics unique to the County. He will then load the existing transmitter locations and other relevant information into the **FECoverage™** model and generate a coverage map of the current County radio system using **FEMapper™**. He will then add a potential new site at Young's Mountain in Cleveland to evaluate its impact on improving coverage. He will evaluate the existing network sites and infrastructure and develop recommendations to improve redundancy and resiliency.

As shown in Exhibit 3, he will develop maps for mobile and portable coverage areas, noting both talk-out and talk-in, with indoor and outdoor coverage areas defined. Maps, coverage and redundancy analysis, and recommendations will be included in the final Phase I report.

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**Exhibit 3—Sample Coverage Map of Rowan County**

### Fire Alerting System Assessment

Our team has ongoing experience working with fire-rescue clients as their core radio systems transition to P25 digital systems. We understand the requirements of NFPA 1221 and potential options for paging and station alerting. *FE* has extensive experience evaluating key strengths and weaknesses of fire alerting options. We will review the County's current fire alerting system and make recommendations for modification, replacement or improvement. We will discuss with the County the various fire paging/alerting options that may be pertinent to the County.

*FE* is very familiar with P25-based fire alerting systems, including those newer offerings arriving on the market in just the past few years. We will discuss the advantages and disadvantages of these, as well as more established technologies, with the County. We will work to identify a dual path to station alerting to meet NFPA regulations.

County fire services, and other fire departments across the country, are concerned about the safety of digital communications in the firefighting environment. *FE is fully aware of, and has expertise in, the issues facing fire departments as they look at upgrading their paging systems from conventional VHF to 800 MHz P25 radio systems.* Our team has worked closely with numerous fire departments to develop system fire alerting systems. In addition, many of our staff are former first responders with direct experience in firefighting environments and therefore understand the challenges facing firefighters.



Individual firefighter paging can be done via several alternatives, including new P25 pagers, dedicated voice monitor pagers, two-tone voice paging via radios, or digital alphanumeric messaging. Many firefighters rely on a voice monitor pager as the primary means of being alerted when their services are needed. A P25 800 MHz radio system solution presents some challenges for voice paging devices. We will identify available options to be used for firefighter paging and fire station alerting, evaluate their pros and cons including cost, functionality, supportability, and reliability, and recommend a solution that best meets the needs of firefighters.

We will document the results of the fire alerting system analysis, including a basic overview of the high-level design, high-level description of advantages and disadvantages, and recommendations. This analysis will be included in the final Phase I report.

### FirstNet and Other Data Capabilities

**FE** clients are justifiably concerned about the impact that emerging technologies will have on their investments in new radio systems. Addressing these challenges takes much more than just an understanding of technology. It is critical to maintain a connection with the direction of public safety systems development, from technical, operational, and a standards perspective. This understanding of both technology and the surrounding environment requires efforts beyond a deep resume of project work.

**FE** will work with the County to evaluate requirements for enhanced data capabilities and develop recommended solutions, including analysis of FirstNet. Since 2012, **FE** has been a key member of the project and construction management consulting team, led by Jacobs, for the Los Angeles Regional Interoperable Communications System (LA-RICS), the first large-scale LTE based public safety mobile data system. LA-RICS is a modern, wireless voice and data communications system designed to support 34,000 first responders in 86 participating agencies. Its board members recently approved an agreement to transfer the LA-RICS public-safety LTE assets to AT&T, to be integrated into the FirstNet system. The **FE** team is providing planning, design, procurement, and implementation oversight for LA-RICS regional LMR voice and LTE data networks.

The following was published in IWCE's *URGENT Communications* on July 2, 2018, in an article announcing the transfer of public-safety LTE cell sites built by LA-RICS to AT&T, FirstNet's contractor to build and maintain the nationwide public-safety broadband network (PNSB):

"The LA-RICS system was the largest of the early-builder public-safety LTE networks that FirstNet allowed to be built and played a key role in helping the FirstNet board develop its strategy to build the PNSB, according to Chris Sambar, AT&T's senior vice president for FirstNet. 'The LA-RICS team helped lead the way forward for the nationwide public safety broadband network, and we're pleased to integrate these assets into FirstNet,' Sambar said in a prepared statement."

**FE** has been involved with the activities that have evolved into FirstNet. This includes participation in the Nationwide Public Safety Broadband Network (NPSB) stakeholders meeting orchestrated by NIST and the standards activities managed by TIA and APCO, and the state-level preparation work sponsored under the DHS OEC Interoperable Communications





Technical Assistance Program (ICTAP). Through this program, our coverage experts have conducted extensive statewide LTE coverage analysis and developed coverage maps using existing assets.

**FE** consultants are heavily involved in the many organizations that develop and set the standards and technology decisions that public safety relies upon. We have dedicated resources devoted to membership and participation in organizations, such as APCO and NENA committees and standards development groups, PTIG, TIA wideband and land mobile radio standards activities, and the FPIC. Our team is recognized by their peers; our consultants chair national technical committees and have had papers published by many professional organizations.

The next generation of public safety communications systems must leverage the most appropriate technologies, including FirstNet, to meet first responders' requirements. We bring this expertise to bear for our clients seeking to build or update voice and data networks in this rapidly changing environment. Our analysis will address the role of FirstNet in County plans.

#### **Governance and Ownership Analysis**

**FE** will use the results of the user interviews and focus groups to ascertain a variety of information related to the County's system and specific agencies' users, equipment, charter, responsibilities, organization and governance. We will evaluate the ownership of the current system and recommend a governance structure to enhance operations.

We will provide recommendations for a phased replacement of subscriber radios that will be out of manufacturer support in the next five years. Additionally, we will review the current radio shop for its capabilities in "up-fitting" public safety radios to those with newer features and functionality, installation, maintenance, and support, including alerting devices for public safety vehicles. We will also assist the County in merger and negotiations of its existing maintenance contracts.

#### **Cost Estimates and System Funding Analysis**

Using our in-house **FECostPro™** tool, **FE** will estimate the cost of required changes and/or upgrades to the radio system, fire paging/alerting subsystems, subscriber radios and accessories based on our experience with the design of systems comparable to the County's, and publicly available industry information. This high-level, quantitative analysis relies on our team's knowledge base, which spans numerous similar county projects.

Even if one could develop a 100 percent accurate projection of what vendors would bid, the dynamics of the public safety mobile radio market are such that the actual bid prices can vary significantly. Factors such as where the vendor is in their fiscal cycle, their profit picture year-to-date, how they are doing against the competition, factory parts and labor costs, energy costs, and where they are along the learning curve for a particular product line have a major impact upon proposal pricing. It is not uncommon to see the price variance between two vendors vary more than 20 percent for the same system. In fact, we have seen the prices quoted from the same vendor vary by more than 10% for the exact same system between the



initial quote and the best and final offer. *FE's* itemized cost estimates will, therefore, be conservative in nature to ensure the vendor proposal pricing does not exceed the estimates.

*FE* will assist the County in identifying ways to fund the required system upgrades, including grants, user fees, and leasing assets such as a new tower at the Young's Mountain site. We will analyze the existing radio fee structure and estimate potential revenues from alternative sources.

### ***Analysis and Recommendations Report***

*FE* will prepare a draft *Rowan County Phase I Analysis and Recommendations Report* based upon the tasks described in previous sections. We will present the results of our analysis to the County in an on-site session. After the meeting, we will revise the report based on County comments and recommendations and issue the final *Rowan County Phase I Analysis and Recommendations Report*.

## **3.3 Phase II—RFP Procurement System Upgrades**

Upon County authorization to proceed to Phase II, *FE* will provide specification development services, defining the required system upgrades or functional requirements of the system and of the subscriber radios, and will incorporate these specifications into respective RFP documents.

### ***Infrastructure Specifications, RFP and Procurement Support***

*FE* will develop a set of infrastructure technical specifications based on the County-approved requirements, which may include new system equipment, paging/alerting system equipment, and Young Mountain tower site. The nature of the specifications may vary greatly depending on the solution selected by the County. Specifications will describe the radio system(s)' functional and performance requirements in sufficient detail for vendors to submit consistent proposals, will be verifiable through future acceptance testing, and will stress the use of existing investments wherever possible.

The detailed design of the system will be left to the radio system vendor to allow for innovative approaches and to cause the vendor to remain responsible for system performance in accordance with the specifications. These specifications will be the foundation for vendor proposal evaluation and as acceptance criteria.

*FE's* functional/performance specifications approach has been proven over billions of dollars in procurements. It avoids the pitfalls of an approach in which the consultant develops detailed design specifications. This obsolete approach inherently shifts the burden of risk from the vendor to the County since the vendor is no longer required to meet the County's functional and performance needs but rather just delivers a design. Even the Federal Government, which has used detailed design specifications for decades, is moving away from them and embracing the same approach proposed by *FE*.

Our specifications are properly crafted to tightly define performance and at the same time encourage competition and innovation. *FE* typically includes the following in our specifications:



- System functional, protocol, and operational requirements
- Regulatory and standards compliance
- Leverage existing resources
- Infrastructure equipment
- Dispatch equipment
- Suggested site locations and development
- Site subsystems (e.g. power and HVAC)
- Site/shelter modifications
- System reliability and redundancy
- Required coverage and capacity
- Spectrum usage and restrictions
- Local, regional, state, and federal interoperability
- System functional, protocol, and operational requirements
- Required legacy and new interfaces
- Expandability to accommodate future growth
- Backhaul connectivity
- Network management
- Network and physical security
- Migration and cutover/transition requirements for continuity of operations
- System delivery and installation
- Regulatory and standards compliance
- Overall project schedule and implementation plan
- Factory, interoperability, coverage, site, system, and acceptance test guidelines and criteria
- Network management
- Cost proposal for initial equipment, implementation, and ten-year maintenance and support

*FE* will support the County in its development of a *Rowan County Radio Infrastructure RFP* incorporating the technical specifications, boilerplate terms and conditions provided by the County, and other local purchasing requirements. We will submit the draft RFP to the County for review and comment, update based on the County's review, and submit a final RFP for Rowan County Radio Infrastructure.

#### **Procurement Support for Radio Infrastructure**

*FE* will assist the County with the following system vendor procurement activities:

- Responding to written vendor questions and preparing addenda, as needed.
- Establishing the evaluation criteria and a vendor evaluation scoresheet.
- Reviewing vendor proposals, participating in evaluation meetings and vendor interviews, and assisting with proposal scoring and vendor selection.

*FE* will conduct an independent, unbiased review of each radio system vendor's proposal (up to three), researching the proposals for technical compliance to the RFP technical specifications. We will perform an item-by-item comparison of each technical specification and non-technical requirement documenting compliance or non-compliance to each, with concise assessments of non-compliance and relative strengths and weaknesses of each response. We will then compile a summary of our findings and present them to the County.



### ***Subscriber Radio Technical Specifications and RFP***

**FE** will prepare the specifications for portable and mobile radios and accessories. Specifications will describe the radios' functional and performance requirements in sufficient detail for vendors to submit consistent proposals and will be verifiable through future testing. Specifications will also incorporate the Subscriber Radio Testing and Verification Program requirements that the vendors must meet including the following:

- Testing environment will include two firetrucks parked parallel running at high idle with a gasoline powered chain saw and a portable generator with an electric ventilation fan running and blowing towards the radio operator standing in the middle.
  - Baseline testing—test environment with no equipment running
  - Operator wearing an air pack
  - Operator wearing an air pack with voice amp
  - Operator wearing an air pack with Blue tooth connectivity
  - Operator wearing an air pack with a PASS alarm activated
  - Operator standing in simulated rain
- Coverage testing
- Durability testing
  - Immerse in bucket of water for five minutes
  - Drop radio from five feet on each side and antennae
  - Test display screen for scratch resistance
  - Allow operator to roll several times on the ground with radio
    - at the waist
  - Immerse in a bucket of water for five minutes after the above testing
  - Place the radio in an oven at 350 degrees for ten minutes
- System security and integrity with current system
- Ability to perform at established system failure criteria

The detailed test procedures to meet the above requirements will be developed by the vendors and submitted to the County for review and approval.

**FE** has worked with multiple clients to develop and oversee customized testing and verification programs of various manufacturers' radios. We have conducted both subscriber testing similar to that being requested by the County and full-scale tactical tabletop and field exercises to evaluate interoperability and radio performance in real-life operational scenarios. As an example, for the City of Edmonton Fire Department, **FE** conducted extensive subscriber unit testing (noise, durability) to identify radio models from multiple vendors that comply with NFPA requirements.

**FE** will work with the County to accomplish the following:

1. Identify and document available resources to use during testing such as fire trucks and first responder equipment



2. Establish an overall schedule to complete the program
3. Identify any stakeholders that should be involved during the testing
4. Identify target areas for coverage testing including indoor facilities and fringe coverage areas
5. Identify coverage testing parameters (i.e. portable on hip with a shoulder mic, pass alarms, etc.)
6. Establish final quantities and model types to include in specifications
7. Create an overall program that includes vendor outreach program and agenda for vendor demonstrations of available radios

**FE** will support the County in its development of a *Rowan County Radio Subscriber Units and Accessories RFP* incorporating the technical specifications, Subscriber Testing and Verification Program requirements, boilerplate terms and conditions provided by the County, and other local purchasing requirements. We will submit the draft RFP to the County for review and comment, update based on the County's review, and submit a final RFP for Rowan County Radio Subscriber Units and Accessories.

#### **Procurement Support for Radio Subscriber Equipment and Accessories**

**FE** will assist the County with the following radio subscriber procurement activities:

- Coordinating vendor demonstrations.
- Overseeing the Subscriber Testing and Verification Program for selected vendors
- Responding to written vendor questions and preparing addenda, as needed.
- Establishing the evaluation criteria and completing a vendor evaluation scoresheet, based on evaluation of the vendor proposals and findings from the Subscriber Testing and Verification Program

**FE** will conduct an independent, unbiased review of each radio subscriber unit proposal (up to three), researching the proposals for technical compliance to the RFP technical specifications. We will perform an item-by-item comparison of each technical specification and non-technical requirement documenting compliance or non-compliance to each, with concise assessments of non-compliance and relative strengths and weaknesses of each response. We will then compile a summary of our findings and present them to the County.

Following evaluation of the vendor proposals, **FE** will advise the County in its selection of vendors and radio models to participate in the Subscriber Radio Testing and Verification Program. We will finalize the agenda and then schedule the onsite vendor demonstrations and testing. **FE's** technical lead will spend five days onsite to observe vendor demonstrations and report upon the results of the Subscriber Testing and Verification Program.



### **3.4 Phase III—Project Management and Implementation Support Services**

Upon County authorization to proceed to Phase III, **FE** will provide project management and implementation support services. **FE** has worked as the subject matter expert with many clients during implementation and will represent the County's best interests through this process. Our project manager will coordinate with the County to determine which tasks should be support by **FE** based upon the radio system vendor's implementation tasks and schedule, and County's requirements.

Our project plan assumes implementation coordination and management services on a Time and Material basis to support the following tasks:

- Provide project management including oversight of vendors.
- Attend up to two public meetings to explain the project and its impact on the local community.
- Review vendor test plans, observe two days of vendor-conducted acceptance tests, and review and evaluate vendor test results
- Consult with the County to identify and help avoid or mitigate foreseeable system failures due to planning or equipment obsolescence.

### **3.5 Optional Services**

#### ***Indoor and Wide Area Coverage Field Testing (Optional)***

**FE** can also provide, as an option, field coverage testing of both outdoor and in-building propagation throughout the County. We use proven equipment to measure signal strength and other properties in sectors and buildings and analyze the results.

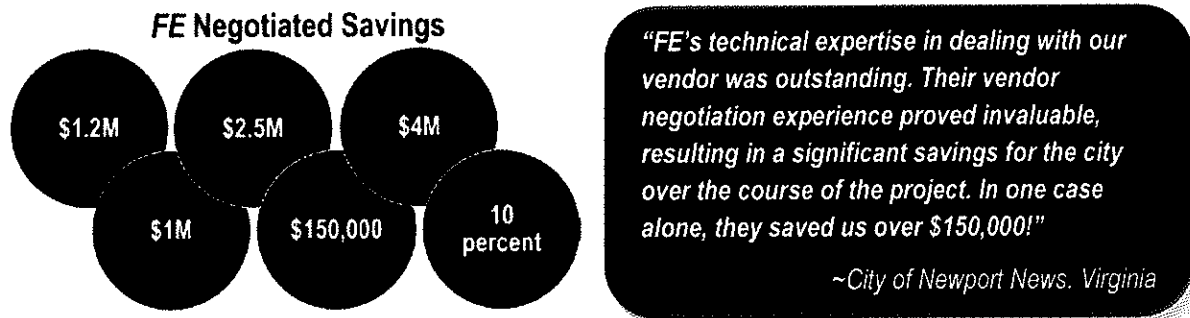
Some of our clients have insisted upon this testing; however, history has shown that conducting in-building and/or field testing analyses of existing networks, although this generates more money for consultants, may be of minimal value to the project owner. These measurements tend to reflect the performance of the existing system and do not, typically, reflect the performance of the envisioned system which will have newer technology radios with different transmission characteristics. Therefore, if the County intends to replace the current system with a new P25 system, the money for field testing the old system would be better spent elsewhere.

#### ***Contract Negotiations (Optional)***

**FE** can provide the County with experienced contract negotiations support. Our specialists have considerable experience negotiating public safety radio and microwave systems, equipment, and services, with a proven track record of saving millions of dollars for our clients. Because of their dealings with radio and microwave system vendors on a regular basis, they have insights into vendors' negotiation methods and practices and can assist the County in resolving disputes. For example, **FE** saved the City of El Paso approximately 10 percent of the system costs as a result of our involvement and in one of our current county



projects in Virginia, our negotiations resulted in a savings of approximately 40 percent of the total cost of the system.



### ***PSAP Technology Consulting Services (Optional)***

Over the past decade, the proliferation of information technology in public safety has led to the development of disparate systems that do not communicate with one another. The integration of these systems is in the best interest of public safety and makes sound business sense for the County. However, the process of acquiring a new technology such as a CAD/RMS system can seem overwhelming. As an option, **FE** can support the County in the integration of existing CAD or specification and procurement of a new CAD/RMS system(s).

Industry standards, architecture specifications, security, and other mandated requirements must also be considered while developing the architecture and operations processes, policies, and operational workflow. **FE** team members are proficient in industry standards pertaining to CAD/RMS solutions. We benchmark industry standards against our clients' processes and document the changes needed for improvement. In all our workshops, focus groups, and interviews we include consideration of standards, best practices, and policies applicable to public safety and information technology.

**FE** uses industry standards as a starting point to define the functionality of a CAD, RMS, or mobile data system, based on County needs, to efficiently interface and share information with other systems both internally and externally.

**FE** recognizes the importance and increasing reliance that public safety operations and management place on automated systems and technologies. We recognize that CAD systems are essential components of a public safety and emergency response system. **FE** staff has extensive experience managing and supporting public safety agencies and technologies. We have gained an in-depth understanding of the complexities involved and alternatives available in designing and implementing myriad public safety technical solutions. Our team understands how these solutions need to be integrated as seamlessly as possible into an operational environment.





### ***Comprehensive Implementation Oversight (Optional)***

Our scope of work includes implementation support of the tasks called out in the County's RFP. As an option, **FE** provides comprehensive project management services throughout the Implementation Process. Any of these services can be provided upon request, at an additional cost:

- Coordinate and participate in an Implementation Kickoff Meeting to discuss project goals, objectives, tasks, schedule, and deliverables with County and the selected vendor
- Participate in monthly project status teleconferences, or as required
- Participate in monthly on-site project status meetings
- Assist in the development of project execution processes as they relate to milestone processing, effective communications across teams, roles and responsibilities, and documentation formats
- Review frequency plans and license applications as required
- Review system fleet mapping
- Maintain an independent punchlist
- Assist the County in resolving vendor issues, oversee the vendor's punch list development and resolution process, identify any vendor performance issues, and make appropriate recommendations to County
- Coordinate with County project management personnel

**FE** can provide unbiased and objective implementation management services including oversight of delivery, installation, and testing of the new system as described below:

#### **Detailed System Design and Acceptance Test Plan Reviews/Modifications per Review**

- Detailed system design and ATPs (vendor produces and presents; **FE** reviews)
- Shop drawings including structures (vendor produces; **FE** reviews)
- Test plans (vendor develops; **FE** reviews)
- Cutover/migration plans (vendor develops; **FE** reviews)
- System backup and failure plans (vendor develops, **FE** reviews)
- Requirements Tracking Matrix and punch list (**FE** maintains)

#### **Regulatory Management**

- FCC licensing
- NEPA/environmental impact reporting (if applicable)
- Site leasing and local zoning/planning (if applicable)

#### **Equipment Inspections**

- Equipment list (vendor produces, **FE** reviews)
- System component delivery (vendor orders, **FE** verifies)
- Requirements Tracking Matrix and punch list (**FE** maintains)



#### Installation Inspections

- Site installation inspections (vendor executes; **FE** observes and/or verifies)
- Site inspections-workmanship, structural and civil work (vendor executes; **FE** observes and/or verifies)
- Requirements Tracking Matrix and punch list (**FE** maintains)

#### Factory Testing

- Factory testing (vendor tests; **FE** observes and reviews test results)
- Requirements Tracking Matrix and punch list (**FE** maintains)

#### Field and Coverage Testing

- Backhaul system path testing (vendor tests; **FE** participates and reviews test results)
- Network management system performance testing (vendor tests; **FE** participates and reviews test results)
- System integration testing (vendor tests; **FE** participates and reviews test results)
- Rework unaccepted tests (vendor tests; **FE** participates and reviews test results)
- Requirements Tracking Matrix and punch list (**FE** maintains)

#### System Acceptance Testing

- Final system acceptance test inspection and certification (vendor tests; **FE** participates, reviews, evaluates, and provides recommendation)
- Requirements Tracking Matrix and punch list (**FE** maintains)

*"The City and County of Denver Radio Project is a complex undertaking with a very aggressive timeline. We are very satisfied with FE's ability to meet our project schedule and they have exceeded our expectations. We recommend FE as a valued partner"*

*~ Gary Pasicznyk, Director, Agency Services, Technology Services, City and County of Denver*

### 3.6 Ability to Perform and Project Schedule

**FE** currently has active public safety communications projects around the country. We have more than 50 senior consultants to engage projects, and a select group of strategic partners who augment **FE's** staff and expertise. Our team has the depth of resources with the broad range of skills necessary to successfully complete the scope of the County's services fully, on time, within budget, and in a high-quality manner. We have a proud history of completing our projects on time and within budget. We have never had a project end in default and most of our projects result in repeat business.

**FE** has invested in web-based resource management tools to enable daily project tracking and resource loading per staff member by month and quarters. To manage adequate staffing of our projects, Mr. John Murray, Executive Vice President/ Chief Operating Officer, meets regularly with the Directors of Operations to review the assignment of every resource in the company to provide the necessary skills and knowledge to succeed in the work ahead. Through these discussions and employing automated resource allocation systems, he forecasts resource needs for the upcoming 12-to-18 months, allowing for long-term planning.



## Rowan County, North Carolina

Radio Communications Consulting

We provide a timeline of our proposed schedule below. This tentative schedule can be accelerated or delayed to meet the County's needs and will be finalized with the County's project manager upon award. *FE* will commit the staff and resources needed to meet the County's scope and schedule.

| Task   | Anticipated Duration (Business Days) | Weeks from NTP |
|--|--------------------------------------|----------------|
| <b>Phase I—Needs Assessment and Recommendations</b>                      |                                      |                |
| Project Startup Activities and Planning                                  | 10 days                              | 2              |
| Documentation RFI/Review   | 5 days                               | 3              |
| Project Initiation, Site Visits, User Interviews                         | 5 days                               | 4              |
| Existing System Analysis   | 3 days                               | 5              |
| Needs Assessment & Requirements Definition                               | 2 days                               | 5              |
| <b><i>Draft of System Needs Assessment &amp; Requirements Report</i></b> | 4 days                               | 6              |
| Present report, client review, final report                              | 6 days                               | 8              |
| Technical Analysis and Recommendations                                   | 3 days                               | 9              |
| Governance and Financial Analysis  | 3 days                               | 10             |
| <b><i>Draft of Analysis and Recommendations Report</i></b>               | 3 days                               | 11             |
| Present report, client review, final report                              | 6 days                               | 12             |
| <b>Phase II—RFP Procurement System Upgrades</b>                          |                                      |                |
| System Infrastructure Specifications and RFP                             | 15 days                              | 15             |
| System Infrastructure Procurement Process (RFIs, vendor evaluation)      | 30 days                              | 21             |
| Subscriber Equipment Specs, Vendor Test Program Development, and RFP     | 15 days                              | 24             |
| Subscriber Equipment Procurement Process (RFIs, vendor evaluation)       | 30 days                              | 30             |
| Vendor Testing and Verification Program / Vendor Demos                   | 5-10 days                            | 32             |
| <b>Phase III—Implementation Oversight</b>                                |                                      |                |
| Project Management and Oversight Services                                | 60 days                              | 44             |



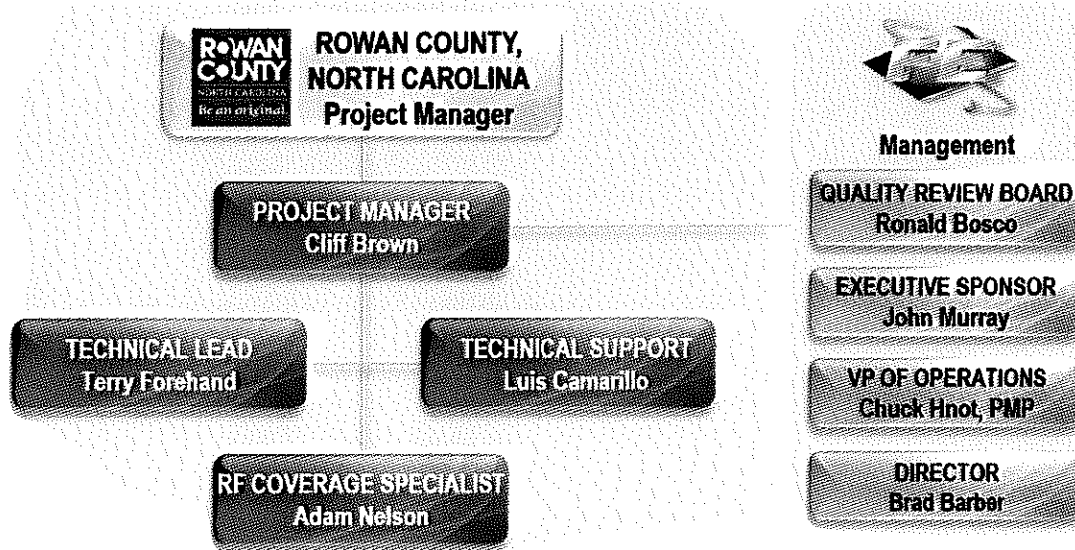
## 4 PROJECT TEAM AND PERSONNEL

*FE* has carefully selected our team to meet Rowan County's project needs. Our team has experience within the State of North Carolina, having worked on projects with Buncombe, Orange, and Yadkin Counties, giving us unique insight to the region.

The in-house personnel proposed for this project have extensive experience assisting clients upgrade radio systems and enhance system performance to fully meet user expectations. Our in-house staff of consultants, engineers, and technical experts have worked on hundreds of mission critical RF systems and operations.

Our proposed team has years of experience as a cohesive group delivering the best public safety consulting services in the industry. We are a trusted industry advisor to our clients and appreciate the unique needs of public sector agencies. Our team can take the most complex technical information relative to radio communications and present it in ways non-technical audiences can understand.

*FE's* team brings a wealth of knowledge and understanding to the County's public safety communications project. Each person has significant experience working with clients to upgrade or replace Motorola systems, as well as other relevant technologies, including analog and digital 800 MHz, trunked, P25 Phases 1 & 2, simulcast, VHF/UHF, fire alerting systems, and more.



**Exhibit 4—Project Organization Chart**

*The FE team specializes in P25 system upgrade projects in the southeastern United States.*

Brad Barber is the project director and alternate project manager for this engagement and will be ultimately responsible for the success of the project. Mr. Cliff Brown will be our



technical project manager for the duration of the project, providing a single point of contact to the County and managing our internal team. They will work closely with our senior technical consultants Terry Forehand and Luis Camarillo, and RF expert Adam Nelson. Our principal owner Ron Bosco leads the QA Board for all projects, and Vice President Chuck Hnot will provide an independent review and quality control of all deliverables.

Our proposed project team is thoroughly familiar with public safety communications systems and operations and systems methodologies. As demonstrated in their resumes, each member of our team possesses an extensive track record in P25 communications system upgrades and legacy system replacements, operations, design, and implementation management. We understand the necessity for reliable communications systems for first responders and the different operating environments faced by police, fire, and EMS responders. Our team will work closely with the County to enhance the system performance and improve overall radio features while increasing interoperability with other systems.

In addition to our proposed staff, **FE's** in-house staff of over 50 qualified radio consultants and subject matter experts are available to assist as needed.

Additional details about and resumes for each team member are provided on the following pages.

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**BRADLEY R. BARBER**

Director



**RELEVANT SKILLS**

- Public safety communications project management
- Develop project plans and schedules
- Complete existing systems review and needs assessments
- Conduct stakeholder interviews and capabilities assessment
- Determine system requirements
- Present alternatives
- Conceptual design and specifications development
- Develop procurement documents
- Assist with vendor interviews, selection, contract negotiations
- Supervise system implementation

**GENERAL BACKGROUND**

Mr. Barber has over 29 years of experience in wireless communications systems and project management. His background includes implementation and management of public safety and commercial wireless communications networks and the operation of enterprise activities in commercial, utility and governmental environments.

With this diverse background in land mobile radio communications, Mr. Barber is actively involved in the technical and operational issues inherent in today's complex and rapidly changing wireless environment such as P25, rebanding, narrowbanding, interoperability, and system lifecycle planning.

**RELEVANT PROJECT EXPERIENCE**

**State of North Carolina**

- New Hanover County 800 MHz Rebanding Services and Inside Cabling Design

**State of Tennessee**

- City of Bartlett Public Safety Communications Upgrade Planning

**State of Georgia**

- Camden County Communications Consultant
- Henry County LMR System Replacement

**State of Florida**

- Collier County PSMR Procurement and Implementation Services
- Gainesville Regional Utilities LMR Consulting Services
- City of Gainesville Radio Enhancement Design, Development, and Implementation

**Commonwealth of Virginia**

- Dinwiddie County Radio Consulting Services
- King and Queen County PSMR Consulting Services
- Middlesex County PSMR Consulting Services
- Orange County Radio Consulting and Engineering Services
- Sussex County PSMR Consulting Services
- Essex County Radio Communications Consulting Services

**State of Arkansas**

- City of Hot Springs PSMR Assessment thru Implementation

**AREAS OF EXPERTISE**

- Digital and analog LMR, including trunked, 700/800 MHz, VHF/UHF, and P25
- Emergency Communications Centers/Public Safety Answering Points
- CAD/RMS
- NG9-1-1
- Wide area simulcast radio systems
- Public safety software applications
- System lifecycle analysis

**PROFESSIONAL TRAINING**

- Motorola systems
- PCIA-Certified Land Mobile Radio Communications Technician

**PROFESSIONAL ORGANIZATIONS**

- Association of Public Safety Communications Officials (APCO)
- NPSTC Interoperability Committee, 2013- present
- Motorola Trunked Users Group (MTUG) Technical Support Subcommittee
- Motorola Utility Trunked Users Alliance (MUTUAL)
- Motorola Data Users Group (MDUG)



## **CLIFF BROWN**

Project Manager



### **EDUCATION & TRAINING**

- Bachelor of Science, Electrical Engineering, Illinois Institute of Technology

### **RELEVANT SKILLS**

- Public safety communications project management
- Existing system and needs assessments
- Product and services development
- Engineering and conceptual design
- Procurement process (RFP development, vendor proposal review, contract negotiations)
- Network implementation and testing
- Ongoing operations and maintenance

### **GENERAL BACKGROUND**

Mr. Clifton "Cliff" Brown is a highly motivated, creative, and versatile manager in the wireless telecommunications industry, with extensive experience in turning customer needs into deliverable solutions, including planning; product and services development; engineering design; RFP process; site development; network implementation; network testing; and ongoing operations and maintenance. He possesses a clearly demonstrated history of exceeding goals, finding the right people for the job, and challenging them to the highest levels of performance.

Mr. Brown's experience includes the successful program and project management of systems ranging from citywide to nationwide in scope. He is skilled in providing management and oversight in system and network designs to meet customer needs, using leading technologies such as 700/800 MHz, LTE, WiFi, VHF, WiMAX, public safety in-building DAS, P25, MESH-based SmartGrid, broadband backhaul (fiber, MOE, microwave), and cloud-based network management.

### **RELEVANT PROJECT EXPERIENCE**

#### **State of North Carolina**

- State of North Carolina NG9-1-1 System Planning and Procurement
- Orange County Infrastructure Upgrade Plan
- Buncombe County Interoperability Assessment and Licensing Review
- Lenoir County Forensic LMR Consulting Services

#### **Commonwealth of Virginia**

- King and Queen County Public Safety Communications Consulting Services
- Essex County Public Safety Communications Consulting Services
- New Kent County P25 Phase 2 Radio System Design and Implementation Support
- City of Chesapeake P25 Phase 2 Radio System Procurement and Implementation Support

#### **Commonwealth of Kentucky**

- City of Paducah Public Safety Communications Consulting Services
- City of Henderson and Henderson County P25 Phase 2 System Consulting

#### **State of Georgia**

- Henry County Public Safety Mobile Radio Consulting
- Camden County Communications Consultant

#### **State of Florida**

- Lee County Radio Communications P25 Consulting

### **AREAS OF EXPERTISE**

- Digital and analog LMR, including 700/800 MHz, P25, VHF/UHF, trunked
- LTE
- NG9-1-1
- Broadband
- Microwave/fiber backhaul
- CAD

### **PROFESSIONAL ORGANIZATIONS**

- Institute of Electrical and Electronics Engineers

### **LICENSES & CERTIFICATIONS**

- Professional Engineer, State of Illinois (inactive)





## **TERRY FOREHAND**

Technical Lead



### **AREAS OF EXPERTISE**

- Public safety and private wireless networks
- Needs assessment and solution development
- Voice and data communications network implementation & acceptance testing
- Radio system exercise development and execution
- Radio system budgetary analysis

### **GENERAL BACKGROUND**

Mr. Forehand has over 18 years in designing, implementing, managing, and maintaining land mobile communications systems for the United States Army, local government and private enterprises. He is experienced with P25 systems and broadband systems and has developed interoperable programming templates for trunking and conventional radios and networks. Mr. Forehand has also developed budgetary requirements for communications systems and managed the implementation of complex systems.

### **RELEVANT PROJECT EXPERIENCE**

#### **State of North Carolina**

- Yadkin County PSMR Implementation Support
- Orange County PSMR Interoperability and Systems Engineering Services

#### **State of Georgia**

- Camden County P25 PSMR Needs Assessment
- Henry County P25 PSMR Assessment and Procurement Support

#### **Commonwealth of Virginia**

- Rockbridge County P25 Radio System Procurement Support
- Fauquier, Culpeper, and Rappahannock Counties P25 PSMR Upgrade Support
- Caroline County P25 PSMR Upgrade Support
- King and Queen County P25 Radio Communications System Procurement and Implementation Support
- Pittsylvania County PSMR P25 VHF Conceptual Design, Procurement, and Implementation Support

#### **Commonwealth of Kentucky**

- City of Paducah Public Safety Radio, Logging, and CPE Consulting Services
- City of Henderson-Henderson County, Kentucky PSMR P25 Needs Assessment and Analysis, and RFP Development
- City of Bowling Green/Warren County PSMR Assessment and Procurement

#### **State of Florida**

- Gainesville Regional Utilities 800MHz Radio System Consulting Services
- Nassau County Public Safety Radio Procurement, Implementation, and Maintenance
- City of Lakeland 800 MHz P25 Radio System Upgrade Support
- Alachua County P25 Radio Communications System Upgrade
- Lee County P25 PSMR Communications Upgrade Support

### **PROFESSIONAL TRAINING**

- Radio Repeater Course, U.S. Army
- Satellite Communications Systems Terminal Maintainer Course, U.S. Army
- ASTRO 25 Radio System Management, Motorola

### **PROFESSIONAL ORGANIZATIONS**

- Association of Public Safety Communications Officials (APCO)

### **CERTIFICATES AND AWARDS**

- CENTRACOM Gold Elite Certificate of Achievement, Motorola
- SmartZone Overview Certificate of Achievement, Motorola
- ASTRO 25 Integrated V&D Certificate of Completion, Motorola



## **LUIS CAMARILLO**

Technical Support



### **EDUCATION**

- Master of Science, Information Engineering, and Telecom Engineering, Southern Methodist University
- Bachelor of Science, Telecom Engineering Technology, Texas A&M University

### **AREAS OF EXPERTISE**

- Long Term Evolution
- Public safety mobile radio
- Wireless communications
- RF propagation analysis
- VoIP disaster recovery
- Traffic engineering theory
- Electronic circuit analysis
- Engineering management
- Information technology
- Network management

### **GENERAL BACKGROUND**

Mr. Camarillo is a Certified Telecommunications Engineer with over 10 years of hands-on experience in cellular communications, information technology and land mobile radio. He has valuable knowledge in Project 25 (P25), digital mobile radio (DMR) and long-term evolution (LTE). Mr. Camarillo has designed citywide, countywide, and statewide voice and data systems that meet and often exceed customer requirements. System design activities include user needs assessments, product lifecycle evaluation, radio coverage analysis, and RFP development. Mr. Camarillo's extensive background solidifies his ability to analyze the ever-changing requirements in today's mission-critical environments.

### **RELEVANT PROJECT EXPERIENCE**

#### **State of North Carolina**

- Orange County Radio System Upgrade Plan and Coverage Analysis

#### **State of Florida**

- City of Gainesville Radio System Enhancement Study
- Lee County P25 Radio Communications Consulting

#### **State of Georgia**

- Henry County Public Safety Radio System Replacement Services

#### **Commonwealth of Virginia**

- Dinwiddie County PSMR Assessment, Design, Procurement, and Implementation

#### **Commonwealth of Kentucky**

- City of Paducah Public Safety Mobile Radio and CPE Consulting Services

#### **State of Tennessee**

- Town of Collierville Radio Communications Consulting Technical Support

#### **State of Texas**

- El Paso County P25 Radio Communications System Consulting Services
- City of El Paso P25 Radio Communications System Consulting Services

#### **State of New Mexico**

- City of Albuquerque LMR System Assessment and Procurement Support
- Santa Fe County PSMR Procurement Consulting Services

### **PROFESSIONAL ORGANIZATIONS**

- Institute of Electrical and Electronics Engineers
- International Association for Radio, Telecommunications and Electromagnetics



## **ADAM NELSON**

RF Coverage Specialist



### **EDUCATION**

- Master's Degree, Geographic Information Systems, The Pennsylvania State University
- Bachelor of Science, Information Technology, University of Phoenix, with honors

### **RELEVANT SKILLS**

- RF propagation prediction/analysis
- RF interference assessment and mitigation
- System capacity planning
- Frequency planning
- Frequency coordination and licensing
- GIS coordination, curation, analysis, and modeling
- Spectrum availability
- Radio infrastructure and performance analysis
- LTE system design

### **GENERAL BACKGROUND**

Mr. Nelson has over 15 years of experience providing consulting services in the fields of public safety, telecommunications, and information technologies. As a member of **FE's** Spectrum Center of Excellence, his specialties include radio frequency prediction and analysis, frequency and capacity planning, interference mitigation, LTE system design and analysis, and spectrum-related efforts pertaining to frequency licensing and coordination.

His background also includes the management and maintenance of various municipal wireless networks, specifically in the realm of public safety communications. He has participated in all phases of communications system lifecycle from needs assessment, system recommendations, RFP development, through implementation. Mr. Nelson has extensive experience with GIS platforms such as ESRI's ArcGIS. Leveraging his GIS expertise, he has developed web apps, geo-processing tools, and analysis models for various types of communications systems

### **RELEVANT PROJECT EXPERIENCE**

**RF Coverage Prediction, Capacity Analysis, Interference Analysis, and/or Channel Planning for the following clients/projects:**

#### **County Projects**

- Lenoir County, North Carolina
- Orange County, North Carolina
- Pitt County, North Carolina
- Buncombe County, North Carolina
- Camden County, Georgia
- Caroline County, Virginia
- Collier County, Florida
- Dinwiddie County, Virginia
- Henry County, Georgia
- Lee County, Florida
- New Kent County, Virginia
- Sussex County, Virginia

#### **Municipal Projects**

- City of Bartlett, Tennessee
- City of Bowling Green / Warren County, Kentucky
- City of Bristol, Connecticut
- City of Chesapeake, Virginia
- Town of Collierville, Tennessee
- City of Gainesville, Florida
- City of Hampton, Virginia
- City of Henderson, Kentucky
- City of Portsmouth, Virginia
- City of Roanoke, Virginia

### **CERTIFICATIONS AND TRAINING**

- Simulcast Radio Systems, Motorola Certified Training
- Integrated Voice and Data Systems, Motorola Certified Training
- RAPTR Certified Training
- ATDI Developer Training
- ArcGIS Developer Training
- Certified GEOINT Professional
- Satellite Communications Systems Terminal Maintainer Course, U.S. Army
- ASTRO 25 Radio System Management, Motorola

### **PROFESSIONAL ORGANIZATIONS**

- Association of Public Safety Communications Officials (APCO)

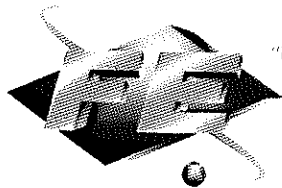


## **5 COST PROPOSAL (SEPARATELY SEALED ENVELOPE)**

As required by the RFP, our cost proposal is included in a separately sealed envelope. It provides project cost, hourly rates, requirements for County support and other assumptions, and responses to terms and conditions described in the RFP.

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*"Unleashing the Power of Technology"*

**Federal  
Engineering®**

**Federal Engineering, Inc.**

10600 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

November 14, 2018

Rowan County Finance Department  
Attention: David Sifford, Purchasing Agent  
130 West Innes Street  
Salisbury, NC 28144

Dear Mr. Sifford:

Federal Engineering, Inc. (*FE*) is pleased to submit this proposal to Rowan County, North Carolina to serve as radio communications consultant on behalf of the County. The attached cost proposal details the pricing for tasks required for the successful completion of the project as defined in your RFP for Consulting Services for Public Safety Radio Communications and clarified in Addendum 1 dated November 2, 2018.

*FE* specializes in the planning, assessment, needs analysis, conceptual design, specification, and RFP development to upgrade standards-based P25 digital systems in all frequency bands. We have extensive experience in providing services related to vendor evaluation, contract negotiations, system implementation, and testing oversight.

*FE's* proposal is complete and compliant with the requirements in the RFP and describes, in detail, how we will accomplish the required tasks. *FE* possesses the permits, licenses, and professional credentials required to perform consulting services as specified in the RFP.

Our senior management team is actively involved in all projects, providing both technical and operational guidance and executive management of the team and our high-quality deliverables. As the founder of *FE*, I will be your contact regarding this proposal and will participate in the negotiation of contractual issues. By my signature below, I hereby authorize submission of this proposal and bind Federal Engineering, Inc. to the terms and conditions of this proposal for a period of 90 days, beginning on the due date for proposals.

My team and I look forward to working with Rowan County on this project.

Sincerely,

*Ronald F. Bosco*

Ronald F. Bosco  
President and Chief Executive Officer  
Federal Engineering, Inc.



**Rowan County, North Carolina**  
**Radio Communications Consulting**

**Table of Contents**

**COST PROPOSAL..... 1**  
    Firm Fixed Price..... 1  
    Price Breakdown per Task..... 1  
    Hourly Rates..... 2  
    Basis of our Proposal..... 3

**Table of Exhibits**

Exhibit 1—Cost Breakdown by Task ..... 1





## Rowan County, North Carolina

### Radio Communications Consulting

## COST PROPOSAL

### Firm Fixed Price

The total firm fixed price, including labor, travel, and other direct costs, for the Rowan County Radio Communications Consulting project is \$149,341.

FE's proposed price for this project is indicative of the efficiency of our operations, our proven automated tools, our vast experience completing similar projects, and our view of the strategic nature of Rowan County's project. Further, it is not our culture to "up-scope" during contract negotiations or during the project, unless the County adds scope of work beyond that outlined their RFP.

### Price Breakdown per Task

A breakdown of activities and proposed costs for services and deliverables is provided in the table below.

| Tasks     | Description  | Cost             |
|-----------|--|------------------|
| Phase I   | Needs Assessment and Recommendations                   | \$78,272         |
| Phase II  | RFP Procurement System Upgrade                         | \$46,143         |
| Phase III | Project Management and Implementation Support Services | \$24,926         |
|           | <i>Total</i>   | <i>\$149,341</i> |

### Exhibit 1—Cost Breakdown by Task

The above are the costs for each task and not intended to represent invoicing milestones. There may be multiple invoicing milestones within each task that will be mutually agreed upon.







# Rowan County, North Carolina

## Radio Communications Consulting

### Hourly Rates

If required by Rowan County, *FE* can provide additional services in accordance with the rate schedule below.

#### SCHEDULE A

Effective January 1, 2018 through December 31, 2019

|                                    |                    |
|------------------------------------|--------------------|
| Principal                          | \$ 330.00 per hour |
| Vice President                     | \$ 298.00 per hour |
| Assistant Vice President           | \$ 265.00 per hour |
| Director/Chief Consultant          | \$ 233.00 per hour |
| Senior Consultant                  | \$ 195.00 per hour |
| Consultant                         | \$ 168.00 per hour |
| Senior Analyst                     | \$ 140.00 per hour |
| Analyst                            | \$ 103.00 per hour |
| Administrative / Computer Services | \$ 71.00 per hour  |

#### TERMS AND CONDITIONS

1. Labor rates do not include state or local taxes.
2. Travel and meals on a per diem basis will be invoiced at actual cost plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of any time and materials task orders are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

#### Proprietary Notice

This proposal, its contents, and appendices are proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc. Should this proprietary notice conflict with any government procurement regulations, policies, or practices, the government procurement regulations shall take precedence.

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Fairfax, Virginia





## Rowan County, North Carolina

### Radio Communications Consulting

#### Basis of our Proposal

1. This proposal assumes Federal Engineering, Inc. will perform the tasks as called out in the technical proposal (excluding optional tasks). The deletion of a task, a significant change in scope of one or more tasks, or use of a phased implementation approach may affect the overall price.
2. **FE** will provide draft and final deliverables electronically to Rowan County, North Carolina.
3. This proposal assumes that the County's Project Manager will schedule meetings, provide meeting facilities, notify attendees, and arrange for onsite visits.
4. Any optional or additional tasking will be authorized by mutual agreement of the County and **FE**. Such tasking will be performed on a time and materials basis in accordance with the rates in Schedule A or on a fixed price basis as mutually agreed upon in a task order by the County and **FE**.
5. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of the Rowan County participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, system procurements, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**. **FE** accepts no responsibility or liability to any third party in respect to any information or related content delivered by **FE**. This information is subjective in certain respects, and, thus, susceptible to multiple interpretations and may be in need of periodic revisions based on actual experience and subsequent developments.
6. **FE** will review up to three radio infrastructure vendor proposals and up to three radio subscriber equipment vendor proposals. If additional hours are required to review additional proposals, a mutually agreeable amendment to this SOW will be executed by both parties.
7. **FE** will develop the requirements for the Subscriber Testing and Verification Program to be included in the Subscriber Equipment RFP. The testing will be conducted onsite in the County by the selected vendors, as part of the procurement evaluation process. **FE's** senior consultant will spend up to five days (40 business hours) onsite to observe and evaluate the success of each vendors' demonstrations and testing. If additional hours are required for subscriber equipment testing and verification, a mutually agreeable amendment to this SOW will be executed by both parties.
8. The level of effort for Phase III Project Management and Implementation Support Services can vary greatly depending upon the winning equipment vendor's proposal as well as the division of responsibilities among the equipment vendor, County, and Consultant. This proposal, therefore, is based upon a maximum of 148 hours of **FE** senior consultant support and includes onsite attendance at up to two public meetings





## Rowan County, North Carolina

### Radio Communications Consulting

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and two days onsite to observe vendor coverage testing. Project status meetings will be attended via conference calls. If additional onsite trips or hours are required, a mutually agreeable amendment to this SOW will be executed by both parties.

9. This proposal is based upon a contract award on or before December 3, 2018 and start date on or before January 3, 2019 and assumes a 44-week schedule to completion. The schedule for procurement and implementation oversight will be adjusted after determination of the County's procurement schedule and the vendor's final approved implementation schedule. Delays to the project schedule due to actions or lack of actions on the part of the County, County participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, and vendor delays may impact the program schedule and/or costs to the County, will be brought to the attention of the County's project manager in a timely manner, and will be reduced to writing via a mutually agreed upon contract amendment.
10. This proposal assumes a mutually agreeable invoicing schedule for work completed.
11. Federal Engineering reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members in order to meet our contractual obligations to the County.





"Unleashing the Power of Technology"

**Federal  
Engineering®**

**Federal Engineering, Inc.**

10600 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

**Issued: March 30, 2022**

**ATTACHMENT TO  
FE Basic Service Agreement  
Dated: March 19, 2019**

**PROJECT ROWANCONC: PSMR  
ROWAN COUNTY, NC  
AMENDMENT 1  
RADIO COMMUNICATIONS CONSULTING  
PERIOD OF PERFORMANCE EXTENSION**

**1.0 INTRODUCTION AND ISSUES**

Rowan County, NC, contracted with Federal Engineering, Inc to provide radio communications consulting for the period of March 2019 through March 2022. Due to various issues that created project delays, the County has requested that **FE** continue to provide radio communications consulting support through December 31, 2022.

**2.0 AMENDMENTS**

- Schedule A rates are updated as attached.
- All other sections of the agreement remain unchanged.

---

Submitted by **FE**:

---

Authorization to begin work by  
**Rowan County, NC:**



(Signature)

John Murray, Executive Vice President

Printed Name/Title

March 30, 2022

Date

(Signature)

Printed Name/Title

Date

**SCHEDULE A**  
**LONG-TERM CONSULTING RATES**

Effective April 1, 2022 through December 31, 2022

|                                    |                    |
|------------------------------------|--------------------|
| Principal                          | \$ 380.00 per hour |
| Vice President                     | \$ 340.00 per hour |
| Assistant Vice President           | \$ 300.00 per hour |
| Director/Chief Consultant          | \$ 265.00 per hour |
| Senior Consultant                  | \$ 220.00 per hour |
| Consultant                         | \$ 190.00 per hour |
| Senior Analyst                     | \$ 155.00 per hour |
| Analyst                            | \$ 115.00 per hour |
| Administrative / Computer Services | \$ 90.00 per hour  |

TERMS AND CONDITIONS

1. Long-term rates do not include state or local taxes.
2. Travel and meals on a per diem basis will be invoiced at actual cost plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of any time and materials task orders are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

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01-01-22

**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 and Allen Cress  
**DATE:** 4/22/22  
**SUBJECT:** Award of RFP for Project 25 to Motorola

---

On September 29, 2021, Rowan County received responses for Project 25 Subscriber Units. Two responses were received from Communications International and Motorola Solutions. These responses also required radio testing to be completed on the proposed radios. After the review of responses, testing and review of pricing it is recommended that we award to Motorola Solutions. After award of RFP the County will negotiate with Motorola for a purchase contract. This contract will return to the Board for approval. The full Motorola response is available at [www.rowancountync.gov/project25](http://www.rowancountync.gov/project25)

Attached are the Summary Scoring Sheet, Motorola's Executive Summary, Motorola's Pricing and Motorola's Testing Results.

Federal Engineering provided the below statement:

The statements and scoring provided in the scoring sheet are consistent with **FE's** review of the proposals and witnessing of the subscriber testing.

**Terry Forehand**  
Senior Consultant  
Federal Engineering, Inc.

The Emergency Services and Purchasing Directors recommend that the Board of Commissioners award to Motorola Solutions for Project 25 Subscriber Units and allow the County to negotiate a contract for purchase of needed equipment.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Scoring Sheet      | 4/25/2022          | Cover Memo  |
| Pricing            | 4/25/2022          | Cover Memo  |

Testing Results  
Executive Summary

4/22/2022  
4/22/2022

Cover Memo  
Cover Memo



| Proposal Section                      | Proposal Description           | Functional Specification Section  | Description                                       | Total Max. Points        | Motorola                  |                      | Motorola Notes  | CI                        |                      | CI Notes   |
|---------------------------------------|--------------------------------|---|---|--------------------------|---------------------------|----------------------|---|---------------------------|----------------------|--|
|                                       |                                |   |   | 100.00                   |                           | 96.67                |   |                           | 68.82                |  |
|                                       |                                |   |   | Possible Points (weight) | Score on scale of 1 to 10 | Actual Points Scored |   | Score on scale of 1 to 10 | Actual Points Scored |  |
| Proposer Organization                 |                                |   |   | 25.00                    |                           | 25.00                |   |                           | 19.17                |  |
|                                       |                                | Proposal - Section 1 and 2  |   |                          |                           |                      |   |                           |                      |  |
| 1                                     | Organization Information       |   |   | 25.00                    | 10.00                     | 25.00                | nationally know manufactor / Manufacuturer  | 7.67                      | 19.17                | limited number of customers / manufacturer rep   |
| 2                                     | Company Background and History |   |   |                          |                           |                      |   |                           |                      |  |
| Proposed Subscriber Devices           |                                |   |   | 25.00                    |                           | 24.17                |   |                           | 20.00                |  |
| Section 3 Product Proposal            |                                | Appendix A Functional Specifications - Section 1 - Functional Specifications        |   |                          |                           |                      |   |                           |                      |  |
| 3                                     | Product Proposal               | 1   | Functional Specifications                         | 25.00                    | 9.67                      | 24.17                | Provided all options and sent multiple radios of multiple types for testing           | 8.00                      | 20.00                | Provided all options but only sent a couple of radios for testing  |
|                                       |                                | 1.1   | Overview  |                          |                           |                      |   |                           |                      |  |
|                                       |                                | 1.2   | General Requirements                              |                          |                           |                      |   |                           |                      |  |
| 3.1                                   | Portable Subscribers           | 1.3   | Portable Subscriber Requirements                  |                          |                           |                      |   |                           |                      |  |
|                                       |                                | 1.3.1   | Portable Subscribers - Models to be Proposed      |                          |                           |                      |   |                           |                      |  |
|                                       |                                | 1.3.1.1   | Portable Subscriber Radio - Law Enforcement Model |                          |                           |                      |   |                           |                      |  |
|                                       |                                | 1.3.1.2   | Portable Subscriber Radio - Fire Service Model    |                          |                           |                      |   |                           |                      |  |
| 3.2                                   | Mobile Subscribers             | 1.3.1.3   | Portable Subscriber Radio - Public Service Model  |                          |                           |                      |   |                           |                      |  |
|                                       |                                | 1.4   | Mobile Subscribers Requirements                   |                          |                           |                      |   |                           |                      |  |
|                                       |                                | 1.4.1   | Mobile Subscribers - Models to be Proposed        |                          |                           |                      |   |                           |                      |  |
|                                       |                                | 1.4.1.1   | Mobile Subscriber Radio - Law Enforcement Model   |                          |                           |                      |   |                           |                      |  |
|                                       |                                | 1.4.1.2   | Mobile Subscriber Radio - Fire Service Model      |                          |                           |                      |   |                           |                      |  |
| 3.3                                   | Multiband Options              | 1.4.1.3   | Mobile Subscriber Radio - Public Service Model    |                          |                           |                      |   |                           |                      |  |
|                                       |                                | 1.4.2   | Subscriber Radios - Multiband OPTIONS             |                          |                           |                      |   |                           |                      |  |
| 3.4                                   | Additional Products            | 1.5   | Subscriber Radios - Programming Equipment         |                          |                           |                      |   |                           |                      |  |
|                                       |                                | 1.6   | Subscriber Radios - NFPA Standard 1802            |                          |                           |                      |   |                           |                      |  |
| Testing and Verification Program      |                                |   |   | 25.00                    |                           | 22.50                |   |                           | 7.50                 |  |
| Section 4 Portable Subscriber Testing |                                | Appendix A Functional Specifications - Section 2 - Testing and Verification Program |   |                          |                           |                      |   |                           |                      |  |
| 4                                     | Portable Subscriber Testing    | 2   | Testing and Verification Program                  | 25.00                    | 9.00                      | 22.50                | moto sent more info and radios for testing along with providing test senario for each | 3.00                      | 7.50                 | radio failed test on multiple levels however programming was sufficient, they also did not provide testing scenarios |
|                                       |                                | 2.1   | Portable Subscriber Testing                       |                          |                           |                      |   |                           |                      |  |
|                                       |                                | B   | Test Scenarios                                    |                          |                           |                      |   |                           |                      |  |
|                                       |                                | C   | Durability Test                                   |                          |                           |                      |   |                           |                      |  |
|                                       |                                |   |   |                          |                           |                      |   |                           |                      |  |
|                                       |                                | Pricing   |   | 25.00                    |                           | 25.00                |   |                           | 22.15                |  |
|                                       |                                | Appendix A  |   |                          |                           |                      |   |                           |                      |  |
| Pricing                               | Pricing Prosal                 | Pricing   | Appendix A  | 25.00                    | 10.00                     | 25.00                |   | 8.86                      | 22.15                |  |



**MOTOROLA SOLUTIONS**

**Rowan County, North Carolina**

# Project 25 Subscriber Units

**Bid # 2022-005 | Pricing Response**

September 29, 2021

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Bid # 2022-005 | Pricing Response



# Table of Contents

**Section 1**

**Pricing ..... 1-1**

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## Section 1

# Pricing

The contents for this volume include Motorola Solutions' detailed pricing offer for P25 subscriber radios. The price of our base offer described in the technical proposal includes a 5-year warranty on each subscriber radio.

Discount incentives are valid as stated in the pricing form that follows. Individual unit discount pricing is valid for a period of two years from contract, with an option to extend these prices for another two years.

If you have any questions concerning our pricing proposal, please contact Taylor Rawls, your local Account Manager at (704) 577-9619.

Pricing is provided on the following pages.

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APPENDIX B TABLE A.1 - BASE SUBSCRIBER EQUIPMENT

## Subscribers

## Portable Subscribers - Law Enforcement

| Item   | Model        | Unit Price | Qty | Extended Price | Discount % | Discounted Price |
|--|--------------|------------|-----|----------------|------------|------------------|
| Single Band 7/800 MHz Radio (Law Enforcement), P25 Phase 1 and 2, High Capacity Battery, Antenna, Battery Charger, 5-year warranty | H98UCH9PW7BN | \$6,138.75 | 500 | \$3,069,375.00 | 35.00%     | \$1,995,093.75   |
| AES Encryption   | Q629AK       | \$475.00   | 500 | \$237,500.00   | 35.00%     | \$154,375.00     |
| OTAR & Multikey Option   | Q498AY       | \$740.00   | 500 | \$370,000.00   | 35.00%     | \$240,500.00     |
| Quick call II (two-tone) decode over P25   | QA09000AA    | \$150.00   | 500 | \$75,000.00    | 35.00%     | \$48,750.00      |
| Speaker Microphone (Heavy-Duty)  | PMMN4062AL   | \$88.28    | 500 | \$44,140.00    | 35.00%     | \$28,691.00      |
| <b>Additional Features / Software Options</b>  |              |            |     |                |            |                  |
| Over the Air Programming (OTAP)  | G996AU       | \$100.00   | 500 | \$50,000.00    | 35.00%     | \$32,500.00      |
| P25 Link Layer Authentication  | QA02756AD    | \$100.00   | 500 | \$50,000.00    | 35.00%     | \$32,500.00      |
| Programming over Wi-Fi   | QA09001AB    | \$300.00   | 500 | \$150,000.00   | 35.00%     | \$97,500.00      |
| Enhanced Data  | QA03399AA    | \$150.00   | 500 | \$75,000.00    | 35.00%     | \$48,750.00      |

## Portable Subscribers - Fire Service

| Item  | Model        | Unit Price | Qty | Extended Price | Discount % | Discounted Price |
|---|--------------|------------|-----|----------------|------------|------------------|
| Single Band 7/800 MHz Radio (Fire Service), P25 Phase 1 and 2, High Capacity Battery, Antenna, Battery Charger, 5-year warranty | H98UCH9PW7BN | \$7,163.00 | 500 | \$3,581,500.00 | 35.00%     | \$2,327,975.00   |
| Quick call II (two-tone) decode over P25  | QA03399AA    | \$150.00   | 500 | \$75,000.00    | 35.00%     | \$48,750.00      |
| Speaker Microphone (Heavy-Duty-Fire Service)  | PMMN4107C    | \$412.50   | 500 | \$206,250.00   | 35.00%     | \$134,062.50     |
| <b>Additional Features / Software Options</b>   |              |            |     |                |            |                  |
| Over the Air Programming (OTAP)   | G996AU       | \$100.00   | 500 | \$50,000.00    | 35.00%     | \$32,500.00      |
| P25 Link Layer Authentication   | QA01767AT    | \$100.00   | 500 | \$50,000.00    | 35.00%     | \$32,500.00      |
| Programming over Wi-Fi  | QA09001AB    | \$300.00   | 500 | \$150,000.00   | 35.00%     | \$97,500.00      |
| Enhanced Data   | QA03399AA    | \$150.00   | 500 | \$75,000.00    | 35.00%     | \$48,750.00      |

## Rowan County Subscriber Pricing Sheets

| Portable Subscribers - Public Service  |  | Model        | Unit Price | Qty | Extended Price | Discount % | Discounted Price |
|--|--|--------------|------------|-----|----------------|------------|------------------|
| Item   |  |              |            |     |                |            |                  |
| Single Band 7/800 MHz Radio, P25 Phase 1 and 2, High Capacity Battery, Antenna, Battery Charger, 5-year warranty   |  |              |            |     |                |            |                  |
|  |  | H92UCH9PW7AN | \$3,334.00 | 500 | \$1,667,000.00 | 35.00%     | \$1,083,550.00   |
| Speaker Microphone (Standard-Duty)   |  | PM1MN4062AL  | \$88.28    | 500 | \$44,140.00    | 35.00%     | \$28,691.00      |
| <b>Additional Features / Software Options</b>  |  |              |            |     |                |            |                  |
| Over the Air Programming (OTAP)  |  | G996AZ       | \$100.00   | 500 | \$50,000.00    | 35.00%     | \$65.00          |
| P25 Link Layer Authentication  |  | QA01767AW    | \$100.00   | 500 | \$50,000.00    | 35.00%     | \$32,500.00      |
| Enhanced Data  |  | QA03399AA    | \$150.00   | 500 | \$75,000.00    | 35.00%     | \$48,750.00      |
| <b>Mobile Subscribers - Law Enforcement</b>  |  |              |            |     |                |            |                  |
| Item   |  | Model        | Unit Price | Qty | Extended Price | Discount % | Discounted Price |
| (Remote Mount) Single Band 7/800 MHz Radio (Law Enforcement), P25 Phase 1 and 2, Microphone, external speaker, Antenna, 5-year warranty                          |  |              |            |     |                |            |                  |
| AES Encryption   |  | M22URS9PW1BN | \$4,641.75 | 297 | \$1,378,599.75 | 35.00%     | \$896,089.84     |
| OTAR & Multikey Option   |  | G843AH       | \$475.00   | 297 | \$141,075.00   | 35.00%     | \$91,698.75      |
| Speaker and Microphone   |  | G298AS       | \$740.00   | 297 | \$219,780.00   | 35.00%     | \$142,857.00     |
|  |  | B18CR/W22BA  | \$132.00   | 297 | \$39,204.00    | 35.00%     | \$25,482.60      |
| <b>Additional Features / Software Options</b>  |  |              |            |     |                |            |                  |
| Over the Air Programming (OTAP)  |  | G996AS       | \$100.00   | 297 | \$29,700.00    | 35.00%     | \$19,305.00      |
| P25 Link Layer Authentication  |  | GA01767AG    | \$100.00   | 297 | \$29,700.00    | 35.00%     | \$19,305.00      |
| Programming over Wi-Fi   |  | GA09001AA    | \$300.00   | 297 | \$89,100.00    | 35.00%     | \$57,915.00      |
| Enhanced Data  |  | QA03399AA    | \$150.00   | 297 | \$44,550.00    | 35.00%     | \$28,957.50      |
| <b>(Remote Mount-Dual Control Head) Single Band 7/800 MHz Radio (Law Enforcement), P25 Phase 1 and 2, Microphone, external speaker, Antenna, 5-year warranty</b> |  |              |            |     |                |            |                  |
| AES Encryption   |  | M25URS9PW1BN | \$7,133.75 | 1   | \$7,133.75     | 35.00%     | \$4,636.94       |
| OTAR & Multikey Option   |  | G843AH       | \$475.00   | 1   | \$475.00       | 35.00%     | \$308.75         |
| Speaker and Microphone   |  | G298AS       | \$740.00   | 1   | \$740.00       | 35.00%     | \$481.00         |
|  |  | B18CR/W22BA  | \$132.00   | 2   | \$264.00       | 35.00%     | \$171.60         |
| <b>Additional Features / Software Options</b>  |  |              |            |     |                |            |                  |
| Over the Air Programming (OTAP)  |  | G996AS       | \$100.00   | 1   | \$100.00       | 35.00%     | \$65.00          |
| P25 Link Layer Authentication  |  | GA01767AG    | \$100.00   | 1   | \$100.00       | 35.00%     | \$65.00          |
| Programming over Wi-Fi   |  | GA09001AA    | \$300.00   | 1   | \$300.00       | 35.00%     | \$195.00         |
| Enhanced Data  |  | QA03399AA    | \$150.00   | 1   | \$150.00       | 35.00%     | \$97.50          |

## Rowan County Subscriber Pricing Sheets

| Item   | Model        | Unit Price | Qty | Extended Price | Discount % | Discounted Price |
|--|--------------|------------|-----|----------------|------------|------------------|
| <b>(Marine Mounted) Single Band 7/800 MHz Radio (Law Enforcement), P25 Phase 1 and 2, Microphone, external speaker, Antenna, 5-year warranty</b>     | M22URS9PW1BN | \$4,641.75 | 1   | \$4,641.75     | 35.00%     | \$3,017.14       |
|  | G843AH       | \$475.00   | 1   | \$475.00       | 35.00%     | \$308.75         |
|  | G298AS       | \$740.00   | 1   | \$740.00       | 35.00%     | \$481.00         |
|  | B18CR/W22BA  | \$132.00   | 1   | \$132.00       | 35.00%     | \$85.80          |
|  |              |            |     |                |            |                  |
| <b>Additional Features / Software Options</b>  |              |            |     |                |            |                  |
| Over the Air Programming (OTAP)  | G996AS       | \$100.00   | 1   | \$100.00       | 35.00%     | \$65.00          |
| P25 Link Layer Authentication  | GA01767AG    | \$100.00   | 1   | \$100.00       | 35.00%     | \$65.00          |
| Programming over Wi-Fi   | GA09001AA    | \$300.00   | 1   | \$300.00       | 35.00%     | \$195.00         |
| Enhanced Data  | QA03399AA    | \$150.00   | 1   | \$150.00       | 35.00%     | \$97.50          |
|  |              |            |     |                |            |                  |
| <b>(Motorcycle Mounted) Single Band 7/800 MHz Radio (Law Enforcement), P25 Phase 1 and 2, Microphone, external speaker, Antenna, 5-year warranty</b> | M25URS9PW1BN | \$6,373.75 | 1   | \$6,373.75     | 35.00%     | \$4,142.94       |
|  | G843AH       | \$475.00   | 1   | \$475.00       | 35.00%     | \$308.75         |
|  | G298AS       | \$740.00   | 1   | \$740.00       | 35.00%     | \$481.00         |
|  | B18CR/W22BA  | \$132.00   | 1   | \$132.00       | 35.00%     | \$85.80          |
|  |              |            |     |                |            |                  |
| <b>Additional Features / Software Options</b>  |              |            |     |                |            |                  |
| Over the Air Programming (OTAP)  | G996AS       | \$100.00   | 1   | \$100.00       | 35.00%     | \$65.00          |
| P25 Link Layer Authentication  | GA01767AG    | \$100.00   | 1   | \$100.00       | 35.00%     | \$65.00          |
| Programming over Wi-Fi   | GA09001AA    | \$300.00   | 1   | \$300.00       | 35.00%     | \$195.00         |
| Enhanced Data  | QA03399AA    | \$150.00   | 1   | \$150.00       | 35.00%     | \$97.50          |
|  |              |            |     |                |            |                  |

## Rowan County Subscriber Pricing Sheets

| Mobile Subscribers - Fire Service  |   | Model        | Unit Price | Qty | Extended Price | Discount % | Discounted Price |
|--|---|--------------|------------|-----|----------------|------------|------------------|
| <i>Item</i>  |   |              |            |     |                |            |                  |
| (Remote Mount) Single Band 7/800 MHz Radio (Fire Service), P25 Phase 1 and 2, Microphone, external speaker, Antenna, 5-year warranty                   | Speaker and Microphone                        | M22URS9PW1BN | \$4,625.00 | 318 | \$1,470,750.00 | 35.00%     | \$955,987.50     |
|  |   | B18CR/W22BA  | \$132.00   | 318 | \$41,976.00    | 35.00%     | \$27,284.40      |
|  | <b>Additional Features / Software Options</b> |              |            |     |                |            |                  |
| Over the Air Programming (OTAP)  |   | G996AS       | \$100.00   | 318 | \$31,800.00    | 35.00%     | \$20,670.00      |
| P25 Link Layer Authentication (Radio Authentication)   |   | GA01767AG    | \$100.00   | 318 | \$31,800.00    | 35.00%     | \$20,670.00      |
| Programming over Wi-Fi   |   | GA09001AA    | \$300.00   | 318 | \$95,400.00    | 35.00%     | \$62,010.00      |
| Enhanced Data  |   | QA03399AA    | \$150.00   | 318 | \$47,700.00    | 35.00%     | \$31,005.00      |
|  |   |              |            |     |                |            |                  |
| (Remote Mount-Dual Control Head) Single Band 7/800 MHz Radio (Fire Service), P25 Phase 1 and 2, Microphone, external speaker, Antenna, 5-year warranty | Speaker and Microphone                        | M25URS9PW1BN | \$6,554.00 | 31  | \$203,174.00   | 35.00%     | \$132,063.10     |
|  |   | B18CR/W22BA  | \$147.00   | 62  | \$9,114.00     | 35.00%     | \$5,924.10       |
|  | <b>Additional Features / Software Options</b> |              |            |     |                |            |                  |
| Over the Air Programming (OTAP)  |   | G996AS       | \$100.00   | 31  | \$3,100.00     | 35.00%     | \$2,015.00       |
| P25 Link Layer Authentication (Radio Authentication)   |   | GA01767AG    | \$100.00   | 31  | \$3,100.00     | 35.00%     | \$2,015.00       |
| Programming over Wi-Fi   |   | GA09001AA    | \$300.00   | 31  | \$9,300.00     | 35.00%     | \$6,045.00       |
| Enhanced Data  |   | QA03399AA    | \$150.00   | 31  | \$4,650.00     | 35.00%     | \$3,022.50       |
|  |   |              |            |     |                |            |                  |
| (Marine Mount) Single Band 7/800 MHz Radio (Fire Service), P25 Phase 1 and 2, Microphone, external speaker, Antenna, 5-year warranty                   | Speaker and Microphone                        | M22URS9PW1BN | \$4,625.00 | 1   | \$4,625.00     | 35.00%     | \$3,006.25       |
|  |   | B18CR/W22BA  | \$132.00   | 1   | \$132.00       | 35.00%     | \$85.80          |
|  | <b>Additional Features / Software Options</b> |              |            |     |                |            |                  |
| Over the Air Programming (OTAP)  |   | G996AS       | \$100.00   | 1   | \$100.00       | 35.00%     | \$65.00          |
| P25 Link Layer Authentication (Radio Authentication)   |   | GA01767AG    | \$100.00   | 1   | \$100.00       | 35.00%     | \$65.00          |
| Programming over Wi-Fi   |   | GA09001AA    | \$300.00   | 1   | \$300.00       | 35.00%     | \$195.00         |
| Enhanced Data  |   | QA03399AA    | \$150.00   | 1   | \$150.00       | 35.00%     | \$97.50          |
|  |   |              |            |     |                |            |                  |

## Rowan County Subscriber Pricing Sheets

| Mobile Subscribers - Public Service   |  | Model                                   | Unit Price   | Qty | Extended Price | Discount % | Discounted Price |
|---|--|---|--------------|-----|----------------|------------|------------------|
| Item  |  |   |              |     |                |            |                  |
| Single Band 7/800 MHz Radio (Public Service), P25 Phase 1 and 2, Microphone, external speaker, Antenna, 5-year warranty |  | M36URS9PW1BN                            | \$3,666.00   | 20  | \$73,320.00    | 35.00%     | \$47,658.00      |
| Speaker and Microphone  |  | B18CR/W22BA                             | \$132.00     | 20  | \$2,640.00     | 35.00%     | \$1,716.00       |
| <b>Additional Features / Software Options</b>   |  |   |              |     |                |            |                  |
| Over the Air Programming (OTAP)   |  | G996AS                                  | \$100.00     | 20  | \$2,000.00     | 35.00%     | \$1,300.00       |
| P25 Link Layer Authentication (Radio Authentication)  |  | GA01767AG                               | \$100.00     | 20  | \$2,000.00     | 35.00%     | \$1,300.00       |
| Enhanced Data   |  | QA03399AA                               | \$150.00     | 20  | \$3,000.00     | 35.00%     | \$1,950.00       |
| <b>Miscellaneous Accessories</b>  |  |   |              |     |                |            |                  |
| Programming Cable   |  | PMKN4013C                               | \$98.23      | 36  | \$3,536.28     | 35.00%     | \$2,298.58       |
| Key Fill Device   |  | T8476B (Multiple Model Numbers Options) | \$7,666.60   | 3   | \$22,999.80    | 35.00%     | \$14,949.87      |
| <b>OPTIONAL Subscribers</b>   |  |   |              |     |                |            |                  |
| Item  |  | Model                                   | Unit Price   | Qty | Extended Price | Discount % | Discounted Price |
| APX 8000 Option   |  | H91TGD9PW7AN                            | \$9,375.00   | 1   | \$9,375.00     | 35.00%     | \$6,093.75       |
| APX 8500 Option   |  | M37TSS9PW1AN                            | \$8,950.00   | 1   | \$8,950.00     | 35.00%     | \$5,817.50       |
| APX 8500 Dual Control Option  |  | M37TSS9PW1AN                            | \$9,682.00   | 1   | \$9,682.00     | 35.00%     | \$6,293.30       |
| APX NEXT Option   |  | H55TGT9PW8AN                            | \$11,098.63  | 1   | \$11,098.63    | 35.00%     | \$7,214.11       |
| APX NEXT XE Option  |  | H55TGT9PW8AN                            | \$12,209.90  | 1   | \$12,209.90    | 35.00%     | \$7,936.44       |
| APX 4000 Option   |  | H51UCH9PW7AN                            | \$4,906.25   | 1   | \$4,906.25     | 35.00%     | \$3,189.06       |
| <b>Services and Installation</b>  |  |   |              |     |                |            |                  |
| Item  |  |   | Unit Price   | Qty | Extended Price | Discount % | Discounted Price |
| Programming and Installation Total Subscribers  |  | N/A                                     | \$747,950.50 | 1   | \$747,950.50   | 0.00%      | \$747,950.50     |
| Programming and Installation (OPTIONAL Subscribers)   |  | N/A                                     | \$841.13     | 2   | \$1,682.25     | 35.00%     | \$1,093.46       |
| System Infrastructure Enhanced Data for 6 Sites (System Option)   |  | N/A                                     | \$4,160.00   | 6   | \$24,960.00    | 35.00%     | \$16,224.00      |

## Rowan County Subscriber Pricing Sheets

| Item  | Unit Price | Qty | Extended Price         | Discount % | Discounted Price        |
|---|------------|-----|------------------------|------------|-------------------------|
| <b>TOTAL SUBSCRIBER EQUIPMENT PRICE</b>                                 |            |     | <b>\$13,751,103.58</b> |            | <b>\$9,200,000.00</b>   |
| <b>One-time discount for total Service and Installation as proposed</b> |            |     |                        |            | <b>(\$500,000.00)</b>   |
| <b>Discount Incentive if Order placed by 12/17</b>                      |            |     |                        |            | <b>(\$300,000.00)</b>   |
| <b>Discount Incentive if Shipped by 12/17</b>                           |            |     |                        |            | <b>(\$300,000.00)</b>   |
| <b>Volume Discount qty &gt; 2000 Subscribers</b>                        |            |     |                        |            | <b>(\$1,500,000.00)</b> |
| <b>Discount Incentive for Trade-in</b>                                  |            |     |                        |            | <b>(\$500,000.00)</b>   |
| <b>TOTAL SUBSCRIBER EQUIPMENT PRICE WITH DISCOUNTS</b>                  |            |     |                        |            | <b>\$6,100,000.00</b>   |
|   |            |     |                        |            |                         |
| <b>TOTAL SUBSCRIBER (ADDITIONAL FEATURES AND OPTIONS)</b>               |            |     | <b>\$1,279,460.00</b>  |            | <b>\$799,214.00</b>     |
| <b>TOTAL (OPTIONAL SUBSCRIBERS)</b>                                     |            |     | <b>\$57,904.03</b>     |            | <b>\$37,637.62</b>      |

# Motorola Test Results

**Rowan County, NC**

**Portable Subscriber Radio Test Plan**

**December 16, 2021**

**Prepared By:**



Federal Engineering, Inc.  
10600 Arrowhead Dr, Suite 160  
Fairfax, VA 22030  
703-359-8200



**TEST OBJECTIVES:**

1. Evaluate the subjective quality of digital radio transmissions in various operational use scenarios, including wearing self-contained breathing apparatus (SCBA) or working near or with loud equipment

**EQUIPMENT AND PERSONNEL REQUIRED:**

1. Rowan testers trained in the use/operation of portable radios
2. Portable radios under evaluation
3. SCBA with personal alert safety system (PASS) alarm
4. Two fire trucks
5. Gasoline powered chainsaw
6. Portable generator w/electric ventilation fan
7. Rowan portable radio evaluation team

**TEST PARAMETERS:**

1. Test subjects will both use portable radios under evaluation
2. Test subjects will be separated so that they are unable to hear each other without the use of the radio
3. Transmitting user will be outside and will initiate communications and read scripted test phrases
4. Facilitator separates receiving radio user from the transmitting user. Receiving user will not have the test phrase script
5. Receiving user will retransmit test phrase script to the sender
6. Receiving user will evaluate audio quality and speech intelligibility
7. Radios will be configured to operate on the Rowan/Salsbuty P25 system

**TEST SCENARIOS:**

- A. P25 digital without and with SCBA
- B. P25 digital with SCBA and voice amp
- C. P25 digital with SCBA using Bluetooth connectivity
- D. P25 digital with SCBA and PASS alarm activated
- E. P25 digital with operator standing in simulated rain
- F. P25 digital with operator standing between two fire trucks at high idle
- G. P25 digital adding gasoline powered chainsaw to item F.
- H. P25 digital adding portable generator w/ventilation fan added to item G

**CHANNELS/TALKGROUPS:**

List Talkgroups



**TEST OBJECTIVES:**

1. Evaluate the durability of the portable radios under various environmental conditions

**EQUIPMENT AND PERSONNEL REQUIRED:**

1. Rowan testers trained in the use/operation of portable radios
2. Portable radios under evaluation
3. Speaker Microphone
4. Bucket of water
5. Tape Measure
6. Steel Wool
7. Bunker gear (jacket with radio pocket & gloves)
8. Oven at 350 degrees Fahrenheit
9. Timer
10. Rowan portable radio evaluation team

**TEST PARAMETERS:**

1. Test subjects will both use portable radios under evaluation
2. Test subjects will be separated so that they are unable to hear each other without the use of the radio
3. Transmitting user will be outside and will initiate communications and read scripted test phrases
4. Facilitator separates receiving radio user from the transmitting user. Receiving user will not have the test phrase script
5. Receiving user will retransmit test phrase script to the sender
6. Receiving user will evaluate audio quality and speech intelligibility
7. Radios will be configured to operate on the Rowan/Salsbuty P25 system

**TEST SCENARIOS:**

- A. Portable radio immersed in bucket of water for 5 minutes
- B. Portable radio dropped from five feet on each side and antenna
- C. Portable radio display tested for scratch resistance
- D. Portable radio tested for operability while rolling on the ground
- E. Portable radio immersed in bucket of water for 5 minutes after durability test
- F. Portable radio in oven at 350 degrees for ten minutes
- G. Portable radio immersed in bucket of water for 5 minutes after oven test

**CHANNELS/TALKGROUPS:**

List Talkgroups



**TEST OBJECTIVES:**

1. Evaluate the radio compatibility with system security, failsoft and GPS/AVL features

**EQUIPMENT AND PERSONNEL REQUIRED:**

1. Rowan testers trained in the use/operation of portable radios
2. Portable radios under evaluation
3. System Manager Terminal
4. Portable radio programming software and cables
5. Encryption fill device

**TEST PARAMETERS:**

1. Test radios will be appropriately programmed by vendor
2. Test radios will be configured to operate on the Rowan/Salisbury P25 system
3. System will be placed into failsoft to test radios

**TEST SCENARIOS:**

- A. P25 Link Layer Authentication
- B. P25 digital clear/encrypted talkgroup call
- C. GPS location
- D. Failsoft

**CHANNELS/TALKGROUPS:**

List talkgroups:



## TEST ID 1A: P25 Clear & Encrypted Call

### TEST PROCEDURE:

1. Vendor to properly configure test radios with talkgroup configured for clear and encrypted mode
2. Test requires minimum of two radios
3. Select clear talkgroup on test radios
3. Place talkgroup call from radio 1
4. Verify radio 2 and 3 receives call from radio 1
5. Retrun call from radios 2 and 3 to radio 1
6. Select encryption for talkgroup on radios 1 and 2 (radio 3 remains on same talkgroup in clear mode)
7. Place encrypted talkgroup call from radio 1
8. Verify radio 2 receives talkgroup call and radio 3 does not.
9. Return call from radio 2, verify radio 3 does not pass audio

### EVALUATION (Clear talkgroup call):

Radios 2 and 3 received talkgroup call from radio 1 and were able to talkback

|   |     |
|---|-----|
|  | Yes |
|  | No  |

### EVALUATION (Encrypted talkgroup call):

Radio 2 received encrypted talkgroup call from radio 1 and radio 3 did not. Radio 2 was able to talkback to radio 1

|   |     |
|---|-----|
|  | Yes |
|  | No  |

## TEST ID 1B: P25 Link Layer Authentication

### TEST PROCEDURE:

1. Ensure test radios are configured for LLA
2. Turn off test radios
3. Configure system to require LLA for test radios
4. Turn on test radios
5. Confirm/verify that test radios properly authenticated with the system
6. Remove authentication from test radio.
7. Power cycle radios
8. Confirm/Verify that radios were declined authentication to the system

### EVALUATION:

Test radios properly authenticated with system

|   |     |
|---|-----|
|  | Yes |
|  | No  |



## EVALUATION:

Test radios not properly configured were declined system authentication

|   |     |
|---|-----|
|  | Yes |
|  | No  |

## TEST ID 1C: P25 GPS Location

### TEST PROCEDURE:

1. Ensure test radios are properly configred to send GPS location
2. Verify test radio has GPS lock and has sent GPS coordinates
3. Verify system received GPS coordianates

## EVALUATION:

System properly received GPS coordinates from test radio

|   |     |
|---|-----|
|  | Yes |
|  | No  |

## TEST ID 1D: System Failsoft

### TEST PROCEDURE:

1. Ensure radios 1 and 2 are configured with like failsoft frequencies
2. Ensure radio 3 is configured with seperate failsfot frequency than radios 1 and 2
3. Place system into failsoft
4. Verify failsoft tone is heard from radios 1,2 and 3
5. Place a call between radios 1 and 2
6. Verify radios 1 and 2 can communicate and radio 3 does not hear audio

## EVALUATION:

Radio 1, 2 and 3 pass failsoft tone

|   |     |
|---|-----|
|  | Yes |
|  | No  |

## EVALUATION:

Radio 1 and 2 can communicate, radio 3 does not hear conversation

|   |     |
|---|-----|
|  | Yes |
|  | No  |



## TEST ID 2A: P25 Digital

### TEST PROCEDURE:

1. Test phrases communicated in P25 Digital without SCBA
2. Transmitting user will be outside and will initiate communications and read scripted test phrases one at a time
3. Receiving user will retransmit it to the sender

### TEST PHRASES:

1. The birch canoe slid on the smooth planks.
2. Glue the sheet to the dark blue background.
3. It's easy to tell the depth of a well.

### EVALUATION:

**Receiving user** will rate the quality of the received transmissions as either:

|   |              |
|---|--------------|
|  | Good         |
|  | Usable       |
|  | Unacceptable |

**Sending user** will identify whether the receiving user accurately repeated the test phrases:

Test Phrase 1

|   |     |
|---|-----|
|  | Yes |
|  | No  |

Test Phrase 2

|   |     |
|---|-----|
|  | Yes |
|  | No  |

Test Phrase 3

|   |     |
|---|-----|
|  | Yes |
|  | No  |

## TEST ID 2B: P25 Digital with SCBA

### TEST PROCEDURE:

1. Test phrases communicated in digital with SCBA
2. Transmitting user will be outside and will initiate communications and read scripted test phrases one at a time (3 transmissions)
3. Receiving user will retransmit it to the sender one at a time (3 transmissions)

### TEST PHRASES:

1. These days a chicken leg is a rare dish.
2. Rice is often served in round bowls.
3. The juice of lemons makes fine punch.

### EVALUATION:

**Receiving user** will rate the quality of the received transmissions as either:

|   |        |
|---|--------|
|  | Good   |
|  | Usable |



 Unacceptable

**Sending user** will identify whether the receiving user accurately repeated the test phrases:

Test Phrase 1  
 Yes  
 No

Test Phrase 2  
 Yes  
 No

Test Phrase 3  
 Yes  
 No

## ~~TEST ID 2C: P25 Digital W/SCBA & BLUETOOTH~~

### TEST PROCEDURE:

1. Test phrases communicated in P25 Digital w/ SCBA & Bluetooth
2. Transmitting user will be outside and will initiate communications and read scripted test phrases one at a time
3. Receiving user will retransmit it to the sender

### TEST PHRASES:

1. The box was thrown beside the parked truck.
2. The hogs were fed chopped corn and garbage.
3. Four hours of steady work faced us.

### EVALUATION:


~~Receiving user~~ will rate the quality of the received transmissions as either:



~~ Good  
 Usable  
 Unacceptable~~

Test not conducted. SCBA bluetooth not available

**Sending user** will identify whether the receiving user accurately repeated the test phrases:

~~Test Phrase 1  
 Yes  
 No~~

~~Test Phrase 2  
 Yes  
 No~~

~~Test Phrase 3  
 Yes  
 No~~

## TEST ID 2D: Digital W/SCBA & PASS Alarm

### TEST PROCEDURE:

1. Test phrases communicated in digital with SCBA & Pass alarm activated
2. Transmitting user will be outside and will initiate communications and read scripted test phrases one at a time (3 transmissions)
3. Receiving user will retransmit it to the sender one at a time (3 transmissions)

### TEST PHRASES:

1. The boy was there when the sun rose.
2. A rod is used to catch pink salmon.





3. The source of the huge river is the clear spring.

### EVALUATION:

**Receiving user** will rate the quality of the received transmissions as either:

|   |              |
|---|--------------|
|  | Good         |
|  | Usable       |
|  | Unacceptable |

**Sending user** will identify whether the receiving user accurately repeated the test phrases:

|   |     |
|---|-----|
| Test Phrase 1   |     |
|  | Yes |
|  | No  |

|   |     |
|---|-----|
| Test Phrase 2   |     |
|  | Yes |
|  | No  |

|   |     |
|---|-----|
| Test Phrase 3   |     |
|  | Yes |
|  | No  |

## TEST ID 2E: P25 Digital - Simulated Rain

### TEST PROCEDURE:

1. Test phrases communicated in P25 Digital with operator standing in Simulated Rain
2. Transmitting user will be outside and will initiate communications and read scripted test phrases one at a time
3. Receiving user will retransmit it to the sender

### TEST PHRASES:

1. Kick the ball straight and follow through.
2. Help the woman get back to her feet.
3. A pot of tea helps to pass the evening.


### EVALUATION:


**Receiving user** will rate the quality of the received transmissions as either:

|   |              |
|---|--------------|
|  | Good         |
|  | Usable       |
|  | Unacceptable |

**Sending user** will identify whether the receiving user accurately repeated the test phrases:

|   |     |
|---|-----|
| Test Phrase 1   |     |
|  | Yes |
|  | No  |

|   |     |
|---|-----|
| Test Phrase 2   |     |
|  | Yes |
|  | No  |

|   |     |
|---|-----|
| Test Phrase 3   |     |
|  | Yes |
|  | No  |

## TEST ID 2F: P25 Digital - Two Fire Trucks

### TEST PROCEDURE:



1. Test phrases communicated in P25 Digital with operator standing between two fire trucks at high idle
2. Transmitting user will be outside and will initiate communications and read scripted test phrases one at a time (3 transmissions)

### TEST PHRASES:

1. Smoky fires lack flame and heat.
2. The soft cushion broke the man's fall.
3. The salt breeze came across from the sea.


### EVALUATION:

**Receiving user** will rate the quality of the received transmissions as either:

|   |              |
|---|--------------|
|  | Good         |
|  | Usable       |
|  | Unacceptable |

**Sending user** will identify whether the receiving user accurately repeated the test phrases:

Test Phrase 1

|  |     |
|--|-----|
|   | Yes |
|  | No  |

Test Phrase 2

|  |     |
|--|-----|
|   | Yes |
|  | No  |

Test Phrase 3

|  |     |
|--|-----|
|   | Yes |
|  | No  |

## TEST ID 2G: P25 Digital - Fire Trucks & Chainsaw

### TEST PROCEDURE:

1. Test phrases communicated in P25 Digital with operator standing in Simulated Rain
2. Transmitting user will be outside and will initiate communications and read scripted test phrases one at a time
3. Receiving user will retransmit it to the sender

### TEST PHRASES:

1. The swan dive was far short of perfect.
2. The beauty of the view stunned the young boy.
3. Two blue fish swam in the tank.

### EVALUATION:

**Receiving user** will rate the quality of the received transmissions as either:

|   |              |
|---|--------------|
|  | Good         |
|  | Usable       |
|  | Unacceptable |

**Sending user** will identify whether the receiving user accurately repeated the test phrases:



Test Phrase 1

|   |     |
|---|-----|
|  | Yes |
|  | No  |

Test Phrase 2

|   |     |
|---|-----|
|  | Yes |
|  | No  |

Test Phrase 3

|  |     |
|--|-----|
|  | Yes |
|  | No  |

## TEST ID 2H: P25 Digital -Two Fire Trucks, Chainsaw & Fan

### TEST PROCEDURE:

1. Test phrases communicated in P25 Digital with operator standing between two fire trucks at high idle
2. Transmitting user will be outside and will initiate communications and read scripted test phrases one at a time (3 transmissions)

### TEST PHRASES:

1. The small pup gnawed a hole in the sock.
2. The fish twisted and turned on the bent hook.
3. Press the pants and sew a button on the vest.

### EVALUATION:

**Receiving user** will rate the quality of the received transmissions as either:

|   |              |
|---|--------------|
|    | Good         |
|   | Usable       |
|  | Unacceptable |

**Sending user** will identify whether the receiving user accurately repeated the test phrases:

Test Phrase 1

|   |     |
|---|-----|
|  | Yes |
|  | No  |

Test Phrase 2

|   |     |
|---|-----|
|  | Yes |
|  | No  |

Test Phrase 3

|  |     |
|--|-----|
|  | Yes |
|  | No  |

## TEST ID 3A: Water Immersion

### TEST PROCEDURE:

1. Verify test radio is operational
2. Fill 5 gallon bucket with water
3. Set timer for 5 minutes
4. Place radio in bucket of water (turned on)
5. Start 5 minute timer
6. After 5 minutes have expired removed radio from water, shake off excess water
7. Verify radio is operational and passes/receives audio

### EVALUATION:

Radio operational after immersed in water for 5 minutes?

|   |     |
|---|-----|
|  | Yes |
|  | No  |

## TEST ID 3B: Drop Test

### TEST PROCEDURE:

1. Verify test radio is operational, leave radio powered on
2. Measure height of 5 feet using tape measure
3. Perform the following for a total of six drops
3. Drop radio by holding antenna in attempt to drop radio on bottom (single drop)
4. Attempt to drop radio on each of the four sides (four drops)
5. Drop radio with antenna on bottom in attempt to land on antenna tip (single drop)

### EVALUATION:

Radio operational after six drops?

|   |     |
|---|-----|
|  | Yes |
|  | No  |

Radio condition?

|   |      |
|---|------|
|  | Good |
|  | Fair |
|  | Poor |



## TEST ID 3C: Display Scratch Resistance

### TEST PROCEDURE:

1. Confirm portable radio display is not scratched
2. Secure steel wool on flat surface
3. Place portable on top of steel wool with display facing down
4. While holding radio by antenna attempt to slide radio back and forth 20 times
5. Observe display for scratches or absence of scratches

Utilized wire brush for test

### EVALUATION:

Portable display condition



## TEST ID 3D: Portable Usability Rolling On Ground

### TEST PROCEDURE:

1. Connect speaker microphone to portable radio
2. Confirm portable radio is operational
3. Place radio in bunker gear jacket radio pocket
4. Using speaker microphone subject rolling on ground will transmit test call
5. Test call receiving radio will verify test call and respond
6. Test subject will attempt to initiate an emergency by pressing the portable's emergency button and initiating an emergency call.

### EVALUATION:

Receiving user was able to hear subject rolling on ground's test call



Emergency button successfully pressed and emergency call sent?



## TEST ID 3E: Water Immersion (2nd Test)

### TEST PROCEDURE:

1. Verify test radio is operational
2. Fill 5 gallon bucket with water
3. Set timer for 5 minutes
4. Place radio in bucket of water (turned on)
5. Start 5 minute timer
6. After 5 minutes have expired removed radio from water, shake off excess water
7. Verify radio is operational and passes/receives audio

### EVALUATION:

Radio operational after immersed in water for 5 minutes?

☒

Yes

No

## TEST ID 3F: High Temperature

### TEST PROCEDURE:

1. Verify test radio is operational
2. Preheat oven to 350 degrees
3. Set timer for 10 minutes
4. Place radio in oven
5. Start 10 minute timer
6. After 10 minutes have expired removed radio from oven (using gloves)
7. Verify radio is operational and passes/receives audio

### EVALUATION:

Radio operational after high temperature test?

☒

Yes

No



## TEST ID 3G: Water Immersion (3rd Test)

### TEST PROCEDURE:

1. Verify test radio is operational
2. Fill 5 gallon bucket with water
3. Set timer for 5 minutes
4. Place radio in bucket of water (turned on)
5. Start 5 minute timer
6. After 5 minutes have expired removed radio from water, shake off excess water
7. Verify radio is operational and passes/receives audio

### EVALUATION:

Radio operational after immersed in water for 5 minutes?

|  |
|--|
| <input checked="checked" type="checkbox"/> |
| <input type="checkbox"/>                   |

Yes

No

At end of day radio displayed a "hardware board missing" error







**MOTOROLA SOLUTIONS**

**Rowan County, North Carolina**

# **Project 25 Subscriber Units**

**Bid # 2022-005 | Technical Response**

**September 29, 2021**

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Bid # 2022-005 | Technical Response

Motorola Solutions, Inc.  
8720 Red Oak Blvd., Suite 410  
Charlotte, North Carolina 28217  
USA

September 29, 2021

Rowan County Procurement Officer  
Attention: Anna Bumgarner  
130 W Innes Street  
Salisbury, NC 28144

Subject: BID # 2022-005 for Project 25 Subscriber Units

Dear Ms. Bumgarner:

Motorola Solutions, Inc. (Motorola Solutions) is pleased to present Rowan County (County) with the following Project 25 Subscriber Units proposal. We thank you for the continued trust you have placed in our technology, our team, and our partners, and we appreciate the opportunity to continue serving the County and its mission.

Along with our local North Carolina business partner, Mobile Communications America (MCA), Motorola Solutions will work diligently to provide subscriber radios and services that will support the County for many years to come. We value our long-standing relationship with Rowan County and are committed to delivering the best in product quality, technology advancements, and service support.

Motorola Solution's proposal is subject to the terms and conditions of the P25 Subscriber Agreement between Rowan County, NC and Motorola Solutions, or a negotiated version thereof. Pricing purchase discount incentives will remain valid for 90 days from the date of this proposal submission. Our individual radio unit pricing will remain valid for a period of two years from date of contract, with an option to extend pricing for another two years.

Motorola Solutions acknowledges receipt of all addenda issued specific to this Bid. If you should have any questions or require additional information, please contact Taylor Rawls, (704) 577-9619. We look forward to your positive review of our proposal, subsequent discussions, and helping Rowan County to achieve their communication goals and objectives.

Sincerely,

MOTOROLA SOLUTIONS, INC.



Scott Adler  
Regional Vice President, Southeastern Territory  
North America Government Markets



# ROWAN COUNTY, NORTH CAROLINA

## P25 SUBSCRIBER UNITS

EXECUTIVE SUMMARY | BID# 2022-005 | SEPTEMBER 29, 2021



**MOTOROLA**  
SOLUTIONS





**Rowan County has a clear vision for mission critical voice communications to provide enhanced audio and radio reliability for its first responders and public service personnel.**

Motorola Solutions' offering will enhance the ability of your first and secondary responders to safely perform their jobs with rugged, dependable APX P25 radios. The timely transition of your two-way radio fleet to P25 TDMA operation will dramatically improve voice and data capacity within the County.



# FIRE SERVICE RADIOS

The Fire Service requires clear two-way radio transmissions, in the highest noise environments and in a ruggedized form factor. The APX P25 extreme environment radios and accessories are designed by firefighters to meet the dangerous conditions of operating in the hazard zone.

## APX 6000XE Portable

From day one, the APX 6000XE P25 two-way portable radio has met the most demanding performance expectations for the Fire Service. The APX 6000XE delivers trusted performance in a single-band solution without compromising on the extreme form factor or features that are required for operation in the hazard zone. The APX 6000XE supports other technologies like Wi-Fi®, Adaptive Audio Engine, and Bluetooth® 4.0 wireless technology today. With its integrated FLASHport, the APX 6000XE gives Rowan County flexibility to add new software features in the future without replacing the radio unit. Collaboration with both MSA and Scott Safety allow us to deliver intelligible voice and data communications when pairing APX XE radios with SCBA devices.



## APX XE 500 Speaker Mic

The APX XE500 Remote Speaker Microphone (RSM) is the perfect companion to the APX 6000XE. XE500 RSM utilizes 5 integrated microphones and an Adaptive Audio Engine. Similar to the radio, it automatically changes the level of noise suppression, microphone gain, windporting and speaker equalization to produce clear and loud audio in any environment. The XE500 RSM features a designated Channel Knob that has been designed to mimic the Channel Knob of the APX 6000XE radio. With the same fit and feel, firefighters can easily change channels when their radios are worn under their turnout coat. The XE 500 and its cable are designed to withstand heat exposure of 500°F (260°C) for up to 5 minutes.

## APX 4500 Mobile

The APX 4500 brings together powerful technology in a compact, rugged, mobile radio that's easy on your budget. The unit is built to meet the rugged demands of the Fire Service. Available as either dash or remote mount, its simplified design makes installation quick and easy. APX 4500 with the O2 control head is rated at IP56 durability which means it meets the highest level of certification for uncompromising performance in wet, dusty, and hazardous conditions. Equipped with safety features such as integrated GPS, intelligent lighting and voice announcement, your Fire Service personnel can safely and effectively complete the mission at hand.





# LAW ENFORCEMENT RADIOS

In Law Enforcement, focus is your greatest resource. Technology should assist you in your mission, not distract you. The APX line of radios are designed to create safer outcomes, whether its ensuring emergency calls are prioritized, sensitive communications are protected and clearly heard or simply your radio battery gets you through your shift.

## APX 6000 Portable

The APX 6000 portable is equipped with a full keypad, 12-hour battery, GPS location service, AES encryption, priority scan and customizable user profiles. Whether operating in covert mode, traffic enforcement or suspect incarceration, the APX 6000 is designed to create a safer operating environment for law enforcement personnel.



## APX 4500 Mobile

The APX 4500 brings together powerful technology in a compact, rugged, mobile radio that's easy on your budget. It seamlessly unifies public works, utility, rural public safety and transportation users to first responders so they can communicate effectively in the moments that matter. A simplified dash mount design makes installation quick and easy. Its IP56 durability rating meets the highest level of certification for uncompromising performance in wet, dusty, and hazardous conditions. Equipped with safety features such as integrated GPS, intelligent lighting and AES encryption, your teams can safely and effectively complete the mission at hand.



# PUBLIC SERVICE RADIOS

The APX 900 is designed for public works, government services and education teams who need essential communication at an affordable price. It delivers great core features, with an efficiency-focused design – including Bluetooth® wireless connectivity.

## APX 900 Portable

From city festivals to natural disasters, seamless communication is critical to coordinating effective and safe responses. The APX 900 series radios are simple to use and are certified for reliable P25 communication on P25 compliant radio networks. The APX 900 provides additional ruggedness and software based feature sets including GPS location and Over-the-Air Programming, so you can manage your workforce confidently and efficiently. With tactile, dedicated knobs for volume and channel, you can communicate freely without taking your eyes off the task. Even in dark areas and confined spaces, you can be confident you're using the radio without error. Because Public Service agencies' mission often requires extended response and recovery times after emergency events, we offer the APX 900 to the County with a battery that meets 12-hour shift operation.



## APX 1500 Mobile

The APX 1500 mobile radio provides rugged simplicity with built-in loud and clear speaker, full color display and single knob controls. This self-contained dash-mount configuration is easy to install in most vehicles. The APX 1500 P25 mobile radio is equipped with all the features you need at a price you can afford. It delivers all the benefits of TDMA technology in the most compact P25 capable mobile in the industry.





## APX RADIOS' BEST-IN-CLASS IN ALL-ENVIRONMENT TESTING

| Receiver                      | Spec      | Benefit                            |
|-------------------------------|-----------|------------------------------------|
| Audio Output                  | 3 W       | Loud Audio                         |
| Frequency Stability           | ± .3 ppm  | Clearest Audio & Improved Coverage |
| Sensitivity (Digital 5% BER)  | .25 µV    | Improved Coverage                  |
| Selectivity (12.5kHz)         | 82 dB     | Improved Coverage                  |
| Intermodulation               | 82 dB     | Improved Coverage                  |
| Spurious Response             | 98 dB     | Improved Coverage                  |
| FM Hum & Noise (12.5kHz)      | -53 dB    | Clearest Audio & Improved Coverage |
| Audio Distortion              | 0.9%      | Clearest Audio                     |
| Transmitter                   | Spec      | Benefit                            |
| Frequency Stability (12.5kHz) | ± .25 ppm | Improved Coverage                  |
| FM Hum and Noise              | ± 51 dB   | Clearest Audio & Improved Coverage |
| Audio Distortion              | 0.9%      | Clearest Audio                     |

## APX RF Performance Advantages

APX radios significantly outperform competing radios in key RF metrics, ensuring superior talk-in/talk-out capability. Motorola Solutions offers best-in-class RF specifications for better performance in challenging/fringe coverage/In-Building environments.

### Intermodulation Distortion/Rejection (Higher dB = better performance)

- APX hardware is optimized to reduce Intermodulation Distortion with a specification that is up to 2 times better than our competitors.
- This dramatically increases the radios coverage performance in high RF traffic environments (Cities/ Urban Centers). Sensitivity (Lower the µV = better performance):
- Lowest possible signal strength that a radio can intelligibly detect in a given environment (the lower the (µV) number the better).
- Allows the radio to receive signals in difficult coverage areas such as inside buildings. Selectivity/ Adjacent Channel Rejection (Higher dB = better performance):
- Radio's ability to hear only the voice traffic from the desired channel, and reject other signals that are very close to that frequency.
- Specification helps considerably when operating near other transmitters, especially in urban environments with high RF traffic.

### Audio Distortion (Lower the % distortion = better performance)

- Measurement of the amount of audio distortion produced at a given output power level.
- Less distortion equals clearer/crisper voice being heard from the radio especially at high audio volume.
- FM Hum and Noise (Higher dB = better performance): Measurement of the radio noise floor of both Transmitter and Receiver.
- Lower noise floor of the radio means greater the likelihood that a low-level radio signal will come through, such as when the talker is whispering.

## Ruggedization

Motorola Solutions' APX radios are designed and tested to stand up to the challenging conditions that they face in real-world environments.

### Built for the Challenge

- Gorilla Glass™ Lens – Tempered glass for displays which provides a wider viewing angle, plus greater scratch and heavy impact resistance than competing radios, plus prevents distorted view with polarized lenses.
- APX Endoskeleton Design (pictured) – provides improved submersibility and ruggedness for internal components.
- MIL Spec Conformance with best-in-industry shock, submerged water and scratch resistance.
- IP ratings up to IP 68 Enhanced (2M submersion for 4 Hours).
- Conformance to Motorola Solutions Internal specifications which are even more stringent than MIL Spec.
- Motorola Solutions Accelerated Life Tests.



Cutaway view of APX 6000 endoskeleton

On July 8, 2021, a Rockwell firefighter's personal vehicle caught fire as he was driving for work. By the time the local fire department arrived, the car was fully engulfed in flames. The firefighter escaped the burning car with no injuries but everything inside of the car was lost. The firefighter later found his APX portable radio in the back seat still intact but melted. While severely burned and disfigured from its original form, the radio was still operational.



*“Thank you for making such great pieces of equipment and it gives us all a slight peace of mind knowing that we carry one and if we ever run into a situation, we know the radio will hold up.”*

— Alan Shinn,  
Rockwell Rural Fire



## APX Advanced Software Features

Motorola Solutions offers a large number of standard and configurable software features to enhance the usability of APX radios for Rowan County users. Some key software features are summarized below.

- **Radio Profiles** – Radio profiles enable users to customize their radio's interface to their environments and activities, including the radio's default audio level, lighting and tone alerts. For example, a user in bright sunlight or high-noise environments can increase the lighting or audio level, or if the user is conducting ongoing, covert surveillance, they can create a profile that provides lower lighting with subdued alert tones and audio.
- **Intelligent Lighting** – Motorola Solutions APX radios offer a high resolution display that uses color and lighting to indicate radio mode, potential emergencies, or specific events. Intelligent lighting is a standard feature that enables users to see critical information at a glance, regardless of the amount of ambient lighting.
- **Text Messaging** – Offers a freeform or canned messaging solution so you can efficiently and discreetly send and receive messages to and from subscribers or dispatch operators, for example, an Amber Alert.
- **Unified Call List** – Consolidates all call lists underneath one unified list so you can easily access all information associated with a particular contact.

### OTHER FEATURES INCLUDE:

- Voice Announcement
- P25 TDMA Capable
- Multiband Operation
- Seamless Scan
- Enhanced Data
- Man-Down
- WiFi
- SmartConnect
- Digital Tone Signaling

# CAPABILITY, FEATURES AND FUNCTIONALITY

In response to the Rowan County's RFP specifications, Motorola Solutions is proposing a selection of APX radio models that offer financial flexibility and superior performance capabilities, to meet the specific operational needs of every agency on the new county-wide network.

Motorola's APX platform was designed in direct collaboration with public safety agencies and first responders, to ensure that every APX radio performs as needed, with purpose-built features and capabilities that drive mission critical success. With over 2 million units in the hands of end-users around the world, including 200,000 in the state of North Carolina alone, we believe that it is now the clear technology of choice for first responders.

## Rugged Like No Other

- Goes beyond Military Standard specifications
- Tempered, scratch-resistant glass lens
- Submersible at 4M for 2 hours
- Fire market-specific features available
- Approved Class I, Division I Hazardous Standard

## Purpose-Built User Experience

- Easy "T" grip ensures a good grip, even in wet conditions
- Spacing between controls for gloved operation
- Large accessible emergency button
- Shielded Push-to-Talk
- Better viewing with large color LCD and intelligent lighting

## Loudest and Clearest Audio

- Adaptive Dual-Microphone Noise Suppression and Reduction technology
- Extreme Audio Profile improves communications in spite of background noise

# 5-Year

## Warranty For All Proposed Radios and Accessories



APX 6000

APX 6000XE

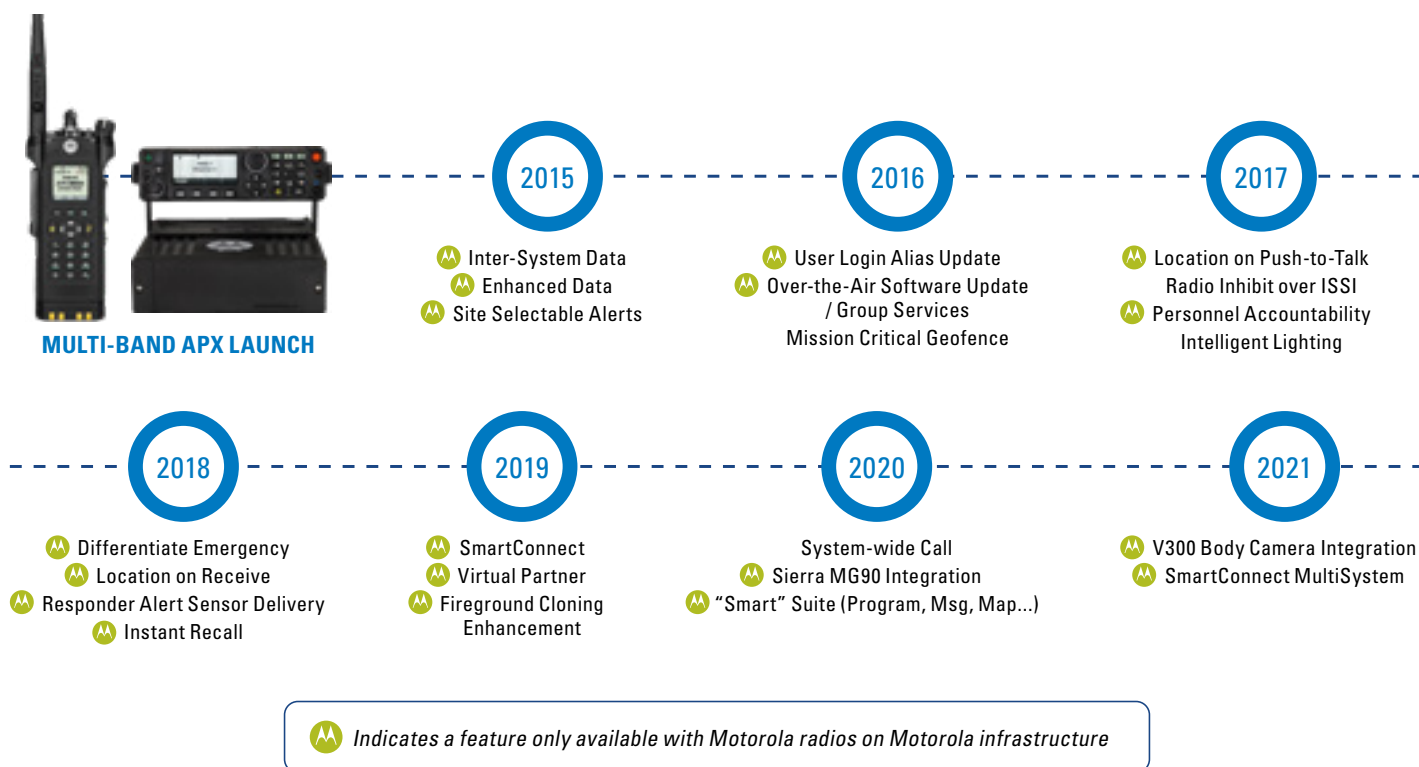


APX 4500



# Benefits of Motorola Radios on the Motorola System

There are numerous benefits specific to the use of Motorola radios on a Motorola radio system. When purchasing Motorola radios in North Carolina, you will have one company that is responsible for the performance of all equipment from a field mobile or portable all the way to Dispatch and the radio network that connects the first responders. Motorola equipment and software is designed and tested to work best together. Also, Motorola has included features for operational benefits that go beyond the basic P25 standards for equipment. These value added benefits are only possible when using Motorola radios on a Motorola radio system.



***The Kannapolis Fire Department ultimately chose the Motorola APX radios to upgrade our entire fleet of radios. The APX radio provides reliable communication required for public service to operate along with the ruggedness to withstand everyday use in the fire service. Two standout features we looked at were the ability to alert personnel to calls of service utilizing QCII and the Mission Critical Wireless Bluetooth for clearer communications while wearing SCBA. These features paired with Motorola Support made the APX radio an obvious choice.***

— C. TRAVIS BARNHARDT  
Safety / Logistics Officer, Kannapolis Fire Department

***Wilson Fire/Rescue Services chose the APX6000XE radios along with the XE RSM with the Xtreme Temperature Cable because of its ability to operate in the extreme environments our firefighters face each and every day. Having the APX6000's equipped with SmartConnect will allow our first responders to transmit over Wi-Fi in areas they otherwise would not be able to, a feature that increases the safety of our personnel and gives them the advantage of maintaining communication throughout an incident. Radio Management provides us with the capability to program or update our radios over Wi-Fi without taking the radios out of service. The overall reliability of our APX radios has enhanced the service to our community and provided confidence that our communications platform will provide exceptional operations for years to come.***

— JIM CAMPBELL  
Deputy Fire Chief Wilson Fire/Rescue Services

# THANK YOU

For more information, please visit us on the web at:  
[www.motorolasolutions.com](http://www.motorolasolutions.com)



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. [motorolasolutions.com](http://motorolasolutions.com)

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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 and Allen Cress  
**DATE:** 4/22/22  
**SUBJECT:** Release RFP for Youngs Mountain Tower and Shelter

---

Telecommunication and Purchasing Departments wish to release a request for proposals (RFP) for the construction of the Youngs Mountain Tower and Shelter. The County worked with Federal Engineering to develop the RFP.

Attached is the RFP for Youngs Mountain Tower and Shelter

Board of Commissioners authorize the Purchasing Director to release a request for proposals for the construction of the Youngs Mountain Tower and Shelter.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| RFP 2022-034       | 4/22/2022          | Cover Memo  |

# Rowan County, North Carolina



## Request for Proposals

**2022-034**

## Youngs Mountain Tower and Shelter

DUE: June 24, 2022

Prepared by



**Federal Engineering, Inc.  
10560 Arrowhead Dr., Suite 100  
Fairfax, VA 22030  
703-359-8200**

## Table of Contents

|       |  |    |
|-------|--|----|
| 1.    | Project Overview .....                 | 4  |
| 1.1   | Introduction .....                     | 4  |
| 1.2   | Overview .....                         | 4  |
| 1.3   | Instructions for Respondent .....      | 4  |
| 1.3.1 | General .....                          | 4  |
| 1.3.2 | Pre-Proposal Conference .....          | 5  |
| 1.3.3 | Addenda to the RFP .....               | 5  |
| 1.3.4 | Proposal Format .....                  | 5  |
| 1.3.5 | Evaluation Criteria .....              | 6  |
| 1.3.6 | Award Procedures .....                 | 7  |
| 1.4   | Instructions for Selected Vendor ..... | 7  |
| 1.4.1 | Standards and Guidelines .....         | 7  |
| 1.4.2 | Required Forms and Licensing .....     | 8  |
| 1.4.3 | Governing Codes and Conflicts .....    | 8  |
| 1.4.4 | Project Staffing .....                 | 9  |
| 1.4.5 | Scheduling .....                       | 9  |
| 1.4.6 | Project Meetings .....                 | 10 |
| 1.4.7 | QA/QC Plan .....                       | 11 |
| 1.4.8 | Project Punch List .....               | 12 |
| 1.4.9 | Tower Inspection .....                 | 13 |
| 2.    | Infrastructure Development .....       | 14 |
| 2.1   | Site Locations .....                   | 14 |
| 2.2   | Site Development .....                 | 14 |
| 2.3   | Self-Supporting Tower .....            | 15 |
| 2.3.1 | Design Criteria .....                  | 15 |
| 2.3.2 | Waveguide Support .....                | 16 |
| 2.3.3 | Waveguide Bridge .....                 | 17 |
| 2.3.4 | Climbing Equipment .....               | 18 |
| 2.3.5 | Lighting System & Control .....        | 18 |

|              |  |    |
|--------------|--|----|
| 2.4          | Tower Installation.....                            | 20 |
| 2.4.1        | General .....                                      | 20 |
| 2.4.2        | Erection.....                                      | 20 |
| 2.4.3        | Grounding .....                                    | 23 |
| 2.5          | Equipment Shelter .....                            | 23 |
| 2.5.1        | Shelter Size .....                                 | 23 |
| 2.5.2        | Shelter Construction .....                         | 24 |
| 2.5.3        | Shelter Design and Construction Requirements ..... | 24 |
| 2.5.4        | Exterior Finish .....                              | 24 |
| 2.5.5        | Bullet Resistance .....                            | 24 |
| 2.5.6        | Fire Rating .....                                  | 24 |
| 2.5.7        | Insulation and Interior Finish .....               | 24 |
| 2.5.8        | Exterior Door.....                                 | 25 |
| 2.5.9        | Power Distribution.....                            | 25 |
| 2.5.10       | Lighting .....                                     | 26 |
| 2.5.11       | HVAC.....  | 27 |
| 2.5.12       | Shelter Alarms .....                               | 27 |
| 2.5.13       | Grounding.....                                     | 28 |
| 2.5.14       | Entry Ports .....                                  | 28 |
| 2.5.15       | Cable Tray .....                                   | 28 |
| 2.5.16       | Telco Board .....                                  | 28 |
| 2.5.17       | Accessories .....                                  | 28 |
| 2.5.18       | Drawings.....                                      | 29 |
| Appendix A – | Mandatory Submittals .....                         | 30 |
| Appendix B – | Pricing Forms.....                                 | 31 |

## **1. Project Overview**

### **1.1 Introduction**

Rowan County, NC (County) currently owns and operates a 4-site, Project 25 Public Safety Land Mobile Radio System. The County is anticipating moving system equipment off an existing leased tower site and on to a new County owned tower. The County is seeking for qualified candidates to develop an existing greenfield location into a communications site, provide and install the tower, and shelter.

### **1.2 Overview**

- A. “Respondent” shall indicate any firm responding to this RFP
- B. “Selected Vendor” shall indicate the firm selected to provide the tower, shelter, etc.
- C. The Selected Vendor shall provide the following:
  - 1. Development of greenfield location into 50’ x 50’ communications compound
  - 2. 300’ Self-Supported tower
  - 3. 12’ x 16’ prefabricated communications shelter w/ 16 kW UPS
  - 4. Foundations for tower, shelter, and generator

### **1.3 Instructions for Respondent**

#### **1.3.1 General**

- A. Proposals must be received by 3:00 PM prevailing time Friday, June 24, 2022, at the Purchasing Department, 130 W Innes St, Salisbury, NC 28144.
- B. Respondent shall submit a bound original and six bound copies of the proposal to the County. Each package shall also include a copy of the proposal in electronic format. The front of the package should be marked RFP # 2022-034 Rowan County Youngs Mountain Tower and Shelter.
- C. Faxed proposals will NOT be accepted.

- D. The County reserves the right to reject any or all proposals.

### **1.3.2 Pre-Proposal Conference**

- A. A MANDATORY pre-proposal conference will be held on **Tuesday, month date, 2022 at 10:00 a.m., in the xxxx Room, xxx Building, 130 W Innes St, Salisbury, NC 28144.**
- B. Any individuals with disabilities, who require assistance or special arrangements in order to participate in bidding should contact the County. Please provide at least 48 hours notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation or assistance, which may be required for your participation.
- C. Respondent may submit questions to the County up to 5 business days after the pre-proposal conference in either written or electronic format (email).
- D. County contact for submission of technical questions should be Allen.Cress@rowancountync.gov with a copy emailed to Anna Bumgarner, Purchasing Manager anna.bumgarner@rowancountync.gov
- E. Following the conference, all attendees will be provided with a copy of the sign-in sheet. Answers to received questions will be submitted to all attendees via email after the 5 business days succeeding the pre-proposal conference.
- F. Site visits will be conducted immediately following the Pre-Proposal Conference.

### **1.3.3 Addenda to the RFP**

- A. During the proposal period, the County may issue written addenda to each person, firm, or corporation who has secured a copy of these specifications, making changes or corrections to the specifications as issued. Such changes or corrections shall be included in the work and/or materials covered by the proposal, and such addenda shall become part of the specifications and contract.

### **1.3.4 Proposal Format**

- A. The Proposer shall adhere to the proposal format provided below, organized by Section:
1. Section 1: Cover letter
  2. Section 2: Table of contents

3. Section 3: Executive summary
4. Section 4: Tower site design Information
  - a. Site plan
  - b. Compound plan
  - c. Tower drawing
  - d. Antenna mounting details
  - e. Construction details
  - f. Electrical Plan
  - g. Grounding plan
  - h. Grading, erosion, and sediment control details
  - i. Foundation drawings (Tower and shelter)
  - j. Shelter drawing
5. Section 5: Project Management plan including preliminary project schedule with detailed Gantt chart, clearly showing County responsibilities
6. Section 6: Quality Assurance / Quality Control (QA/QC) plan
7. Section 7: Warranty information
8. Section 8: Detailed equipment specification sheets for all proposed equipment
9. Section 9: Total proposal cost and detailed pricing breakdown

### **1.3.5 Evaluation Criteria**

- A. The County shall evaluate proposals based on a number of criteria, including:
  1. RFP compliance
  2. Vendor experience
  3. Tower, shelter and site design
  4. Total costs
  5. Project schedule



### **1.3.6 Award Procedures**

- A. A selection committee shall review the proposals submitted. After each proposal has been evaluated short listing procedures will narrow the list of candidates to the two or more best qualified. Those vendors may be invited to an interview at which time the vendor will be expected to conduct a presentation on its proposal and to answer any questions of the Selection Committee.
- B. Negotiations shall then be conducted beginning with the firm ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror.
- C. The County reserves the right to accept or reject any or all proposals or any portion thereof.
- D. The County reserves the right to accept all or part of any proposal depending solely upon the requirements of the County.
- E. The County reserves the right to seek clarifications of any proposal submitted or specific aspects of any proposal prior to the award of the contract. After seeking such clarification, the County will allow the Respondent an opportunity to provide the requested clarification.

## **1.4 Instructions for Selected Vendor**

### **1.4.1 Standards and Guidelines**

- A. The Selected Vendor shall comply with the applicable portions of the following standards, rules, regulations, and industry guidelines (presented here in alphabetical order; not reflective of priority):
  - 1. American National Standards Institute (ANSI)
  - 2. American Society of Testing Materials (ASTM)
  - 3. Federal Aviation Administration (FAA)
  - 4. Federal Communications Commission (FCC)
  - 5. Institute of Electrical and Electronics Engineers (IEEE)
  - 6. International Building Code (IBC)

7. National Electrical Code (NEC) (NFPA-70)
  8. National Electrical Manufacturer's Association (NEMA)
  9. National Fire Protection Association (NFPA) 1221
  10. Telecommunications Distribution Methods Manual (TDMM)
  11. Telecommunications Industry Associations (TIA)
  12. Underwriters Laboratories, Inc. (UL)
- B. The Selected Vendor shall comply with industry best practices for system installation, grounding, bonding, and transient voltage surge suppression (TVSS), as outlined in Motorola's R56 standard.

#### **1.4.2 Required Forms and Licensing**

- A. Antenna Structure Registration (ASR) – The Selected Vendor shall be responsible for preparing ASR applications and submittals on behalf of the County.
- B. Federal Aviation Administration (FAA) - The Selected Vendor shall be responsible for preparing FAA applications and submittals as necessary on behalf of the County.

#### **1.4.3 Governing Codes and Conflicts**

- A. If the requirements of this RFP differ with those of the governing codes and regulations, then the more stringent of the two shall apply.
- B. If the requirements of this RFP conflict with those of the governing codes and regulations, the Selected Vendor is responsible for identifying the conflict and resolving to the satisfaction of the County.
- C. If the Respondent cannot meet any of the standards or guidelines listed in Section 1.4.1 the Respondent shall list all deviations in their proposal, for approval by the County.

#### **1.4.4 Project Staffing**

- A. The Selected Vendor shall provide the appropriate project staff based on workload and the level of effort required throughout the implementation/installation process.
- B. The staff identified in the Respondent's proposal, shall serve the duration of the project unless the Selected Vendor proposes an alternative plan to the County for consideration and gains approval.
- C. The County reserves the right to accept or reject any proposed staffing changes.
- D. The Selected Vendor's project manager:
  - 1. The Selected Vendor's Project Manager shall be the primary point of contact between the County and the Selected Vendor.
  - 2. The Selected Vendor's Project Manager shall bear full responsibility for supervising and coordinating the installation and deployment of the communications system;
  - 3. The Selected Vendor's Project Manager shall be responsible for:
    - a. Development and acceptance of the project management plan
    - b. Managing the execution of the project against that plan
    - c. Overseeing the day-to-day project activities, deliverables, and milestone completion
- E. The Selected Vendor's project manager shall be responsible for coordinating, and facilitating weekly status meetings.

#### **1.4.5 Scheduling**

- A. The Selected Vendor shall develop and maintain a project schedule including tasks, milestones, start and end dates, task predecessors, and task owners based on an approved WBS.
- B. The schedule shall represent tasks associated with completing work on all items identified in the WBS.

- C. The Selected Vendor shall update the project schedule with actual dates as tasks are completed.
- D. The Selected Vendor shall present all schedule updates to the County during the weekly status meetings.
- E. The schedule shall address the following at a minimum:
  - 1. Site surveys
  - 2. Detailed design review
  - 3. Permits
  - 4. Site preparation
  - 5. Equipment order and manufacturing
  - 6. Equipment delivery
  - 7. Installation
  - 8. Site acceptance/Inspection
  - 9. Documentation development and delivery
  - 10. Warranty

#### **1.4.6 Project Meetings**

- A. The Selected Vendor shall schedule a project kickoff meeting prior to the beginning of the project.
- B. The Selected Vendor shall schedule weekly project status meetings following contract award and the initial kickoff meeting.
- C. Weekly status meetings shall continue throughout the duration of the project until the County issues final site acceptance.
- D. The Selected Vendor shall be responsible for facilitating the weekly status meetings

- E. The Selected Vendor shall prepare and distribute meeting agendas and minutes to the County via e-mail on a weekly basis at least 24-hours prior to each scheduled meeting.
- F. Meeting agenda items shall include, as a minimum, the following items:
  - 1. Schedule review
  - 2. Status of deliverables
  - 3. Risk items and planned responses
  - 4. Proposed changes
  - 5. Plans for the next period
  - 6. Action item assignments
  - 7. Punch list review

#### **1.4.7 QA/QC Plan**

- A. The Selected Vendor shall include a project QA/QC plan.
- B. The QA/QC plan shall address all stages of the project, including, but not limited to:
  - 1. Procurement
  - 2. Site design
  - 3. Installation
  - 4. Implementation
  - 5. Site Acceptance/Inspection
- C. The QA/QC plan shall specifically describe the plans and procedures that ensure compliance of the proposed system design with the RFP requirements.
- D. The QA/QC plan shall be included in the project management plan developed by the Selected Vendor's project manager.
- E. The QA/QC plan shall be an integral part of the project.

- F. The QA/QC plan shall include the County personnel as part of the review and approval process for all deliverables and submittals.

#### **1.4.8 Project Punch List**

- A. The Selected Vendor shall establish and maintain a punch list, as mutually agreed to with the County.
- B. The punch list shall address all open issues including those related to sites, equipment, and site acceptance/inspection.
- C. The Selected Vendor shall maintain the punch list in real time
- D. The Selected Vendor shall distribute the punch list to the County weekly via e-mail.
- E. The punch list shall include the following at a minimum:
  - 1. Sequential punch list item number
  - 2. Date identified
  - 3. Item description
  - 4. The party responsible for resolution
  - 5. Expected resolution date
  - 6. Resolution date
  - 7. Details about how each punch list item was resolved and tested
  - 8. Notes about the item
- F. If the Selected Vendor receives written permission from the County to transfer the responsibility of an item to another person or group, the Selected Vendor shall add a new entry to the punch list and appropriately note the original entry.
- G. The Selected Vendor shall be responsible for reviewing each punch list item and advising the County of any changes.
- H. The Selected Vendor shall update the status of punch list items during each weekly status meeting.

#### **1.4.9 Tower Inspection**

- A. Upon completion of the tower installations, the Selected Vendor shall provide documentation detailing final inspection and testing including the following parameters:
  - 1. Steel structure
  - 2. Vertical alignment and plumbness
  - 3. All bolts tight and torqued to specification
  - 4. No damaged or missing structural members
  - 5. All surface scratches and damage to the galvanization shall be repaired
  - 6. No signs of stress or vibration
  - 7. All climbing ladders and other devices installed correctly
  - 8. Labels and tags properly affixed
- B. Final Inspection shall be conducted by a third-party independent tower engineering firm. Results shall be provided to the County prior to final site acceptance



## 2. Infrastructure Development

### 2.1 Site Locations

- A. The name and location of the site is listed in Table 1 below:

**Table 1, Site Locations**

| Site Name       | Type       | Lat              | Long             |
|-----------------|------------|------------------|------------------|
| Youngs Mountain | Greenfield | 35° 44' 15.71" N | 80° 38' 47.78" W |

### 2.2 Site Development

- A. Site development task shall include but, not be limited to the following:
1. Survey the site
  2. Produce engineered site drawings
  3. File applicable permits (building, NEPA, SHPO, etc.)
  4. File for FAA clearance
  5. File FCC/ASR for under construction
  6. Provide application for commercial power
  7. Cut and gravel access to site
  8. Remove trees and topsoil within 50' x 50' area
  9. Grade lot
  10. Provide PE stamped drawings for foundations based upon soil analysis
  11. Evacuate for foundation (tower, shelter and generator)
  12. Install foundations (tower, shelter and generator)
  13. Install site grounding as per Motorola R56 grounding standard

14. Backfill foundations and grounding area
15. Install weed prevention material and cover site with #57 stone
16. Deliver tower to site, assemble and stack
17. Deliver and set shelter
18. Assemble any shelter items removed for shipping
19. Install ice bridge
20. Install electrical service, including 200 Amp x 4 gang meter center mounted on H-Frame
21. Install conduits between generator and shelter
22. Get electrical inspection
23. Installation of eight-foot in height chain link fence with 12' gate including barbed wire (three strands)
24. Install 15' wide gravel access road
25. Clean up site
26. Change FCC/ASR status to complete
27. Install any required signage (ASR, Warning, etc)
28. Obtain tower inspection
29. Cleanup site

## **2.3 Self-Supporting Tower**

### **2.3.1 Design Criteria**

- A. The design shall be based on the minimum wind and ice requirements as specified for Class III structures in TIA -222 Standard current revision.
- B. Each tower and foundation shall be designed for all equipment, appurtenances, ancillary equipment, and antenna loading provided in Table 2 below.

**Table 2 – Tower Loading**

| Component                | Elevation | Component                | Elevation |
|--------------------------|-----------|--------------------------|-----------|
| 5/8" x 4' lightning rod  | 300'      | (4) Panel (8' x 1' x 4") | 160'      |
| (3) DS8M14PDBU-D         | 280'      | (4) Panel (8' x 1' x 4") | 160'      |
| DS8M14PDBU-D             | 240'      | (4) Panel (8' x 1' x 4") | 160'      |
| (4) Panel (8' x 1' x 4") | 180'      | (4) Panel (8' x 1' x 4") | 160'      |
| (4) Panel (8' x 1' x 4") | 180'      | (4) TMA (12" x 12" x 8") | 160'      |
| (4) Panel (8' x 1' x 4") | 180'      | (4) TMA (12" x 12" x 8") | 160'      |
| (4) TMA (12" x 12" x 8") | 180'      | (4) TMA (12" x 12" x 8") | 160'      |
| (4) TMA (12" x 12" x 8") | 180'      | SP1 VFA12-HD             | 160'      |
| (4) TMA (12" x 12" x 8") | 180'      | SP1 VFA12-HD             | 160'      |
| SP1 VFA12-HD             | 180'      | SP1 VFA12-HD             | 160'      |
| SP1 VFA12-HD             | 180'      | PAD6-59B w/Radome        | 140'      |
| SP1 VFA12-HD             | 180'      | PAD6-59B w/Radome        | 120'      |

- C. The tower shall be manufactured as a self-supporting lattice.
- D. The tower and foundation shall be rated at 75% capacity.
- E. All structural steel and hardware shall be galvanized after fabrication in accordance with the appropriate standards.
  - 1. All tower materials shall be hot dip galvanized after fabrication; with a minimum zinc coating of 2 oz. per sq. ft.
  - 2. Bolts shall be hot dip galvanized according to American Society for Testing and Materials (ASTM) A-325 or the latest version of this standard.
- F. The make, model, serial number, and height of the tower shall be clearly labeled at the base of the tower. Labeling shall be weatherproof and durable such as a stamped metal plate or equivalent.

### **2.3.2 Waveguide Support**

- A. There shall be a ladder type support system associated with the tower to mount the transmission cables.
- B. The support system shall accommodate cable or waveguide mounting hardware at the proper intervals.

- C. The support shall be equipped with precision punched or drilled holes to allow installation of snap-in type or bolt-in hangers.
- D. The support system shall be sized for 50% growth beyond initial system implementation.
- E. The support materials will be of similar construction as other tower materials to appear integral to the structure.
- F. The support shall be designed to meet rigidity specifications similar to the tower.

### **2.3.3 Waveguide Bridge**

The tower shall be equipped with a waveguide bridge with support posts spaced at intervals compliant to the wind loading specifications, but not more than 10 feet distant.

- A. There shall be posts placed on both lateral sides of the bridge to fully support the load.
- B. The bridge shall be designed to support all initial antenna transmission lines plus 50% growth capacity.
- C. The structure shall comply with the tower wind and ice requirements as specified in TIA -222 Standard current revision.
- D. The Selected Vendor shall furnish and install the waveguide bridge between the tower and equipment shelter.
- E. The following criteria shall govern the design of the waveguide bridge:
  - 1. Structurally sturdy to support live and dead loads
  - 2. Free standing (i.e., not attached to the shelter or tower)
  - 3. Minimum width of 2 feet in width
  - 4. Length/height as required by the site specifics
  - 5. Bridge/ice shield material shall be fabricated from galvanized bar grating or approved equivalent
  - 6. All components of the waveguide bridge shall be hot-dipped galvanized after fabrication

- 7. Posts shall have galvanized caps
- 8. Posts shall be set in concrete foundations.
- F. Each post shall be separately grounded to the site ground system
- G. Waveguide bridge shall be adjustable in height to allow interface with shelter waveguide entry ports

#### **2.3.4 Climbing Equipment**

- A. The tower shall be equipped with an approved climbing ladder and safety device.
  - 1. The ladder may be integrated into the structural components of the tower.
  - 2. An anti-climbing device shall be installed at the base of the climbing equipment
- B. There shall be a climbing safety system compliant to original manufacturer's specifications.
- C. The equipment shall comply with TIA-222 current revision.

#### **2.3.5 Lighting System & Control**

- A. The Selected Vendor shall furnish and install an obstruction lighting system approved by the FAA and compliant with applicable standards.
- B. The lighting system shall include:
  - 1. Controller
  - 2. Lamps
  - 3. Lightning protection
  - 4. Mounting hardware
  - 5. Service cabling and conduit
  - 6. Conduit drain-breather system
  - 7. Wiring

8. Other material required for a complete installation
- C. The lighting system shall be controlled by a 120-volt or 240-volt AC, single-phase solid-state control unit and power supply.
- D. The control unit shall be installed within a NEMA 3R metal cabinet or a NEMA 4X cabinet. The control unit shall be mounted inside the equipment shelter.
- E. The lights shall be automatically controlled by means of a photoelectric unit. The control unit shall be designed with relays for:
  1. ON-OFF status of lights
  2. Control unit failure
  3. Light failure
- F. The lighting system shall automatically revert to back-up power source upon loss of primary power. The lighting system shall automatically reset upon power restoration of primary power.
- G. The controller shall include a test switch allowing simulation of daytime and nighttime modes.
- H. All tower lighting wiring shall be contained within rigid galvanized conduit, junction boxes, and lighting equipment housings.
- I. Vertical conduit runs shall be adjacent to the tower waveguide supports.
- J. All levels of lighting shall be clearly visible from any direction of approach to the tower.
- K. The photoelectric unit shall be installed in a moisture-proof protective metal or high impact plastic housing.
- L. The photoelectric unit shall be installed on the building in an inconspicuous location and adjusted to attain an unobstructed view of the NNE sky.
- M. The photocell shall be mounted such that it is not affected by artificial light.
- N. Photocell wiring shall be installed entirely within rigid galvanized conduit.
- O. Ice shields shall be installed for all lighting system fixtures except for the top most light.

- P. The controller case shall be grounded to the equipment shelter building ground with #4 AWG or larger copper wire.

## **2.4 Tower Installation**

### **2.4.1 General**

- A. The Selected Vendor shall:
  - 1. Furnish all materials, labor, equipment, and mounting hardware to provide a complete functional tower installation.
  - 2. Perform all operations required for the installation.
  - 3. Be responsible for all concrete work and excavation.
- B. All concrete work shall comply with manufacturer's recommendations, including temperature, slump and air content.
- C. Two sets of fresh field concrete specimens shall be taken for each concrete pour.
  - 1. One set of field-cured concrete specimens shall be tested for weight.
  - 2. One set of specimens shall be tested for compressive strength with the tests to be taken at 7 days and at 28 days.
  - 3. The results of these tests will be presented to Rowan County.
  - 4. The compressive strength test shall be the average of the two specimens from the same composite sample.
- D. Tower documentation shall include construction, installation, and maintenance drawings.
- E. All drawings shall be approved by a North Carolina registered Professional Engineer (PE).

### **2.4.2 Erection**

- A. The foundation shall be allowed to cure for at least 7 days before erecting the tower.



- B. Manufacturer recommended bolts shall be used for all connections in accordance with the installation documentation.
- C. Bolts should be of such lengths as to protrude beyond the nuts a minimum of 1/4 inch and a maximum of 1/2 inch.
- D. All bolts shall be equipped with self-locking nuts.
- E. Field reaming of coated metal components will be acceptable only upon determining there is no structural damage to the tower.
- F. Field remanufactured holes must be hot stick galvanized as specified and completely filled by the use of a larger diameter bolt.
- G. All bolts placed through slotted holes shall be equipped with flat washers.
- H. Mud, dirt, and other foreign matter shall be removed from the tower sections before erection. Special attention shall be given to cleaning the contact surfaces at joints before they are bolted together.
- I. When portions of the tower are ground assembled, such assembly shall be on rigid surfaces or blocking, which will provide support to prevent distortion of tower steel and damage to surface finish.
  - 1. All bolts shall be installed in all connections of ground assembled portions of the tower.
  - 2. Temporary bracing of tower members shall be used to avoid overstressing or distortion.
- J. The structure shall be erected plumb.
- K. The method of assembling and erecting shall be such that no member will be subjected to a load in excess of that for which it was designed.
- L. Extreme care shall be taken to establish and maintain the true geometric shape of the portion of the tower assembled.
  - 1. All connections must lie flat where bolted together.
  - 2. No gaps between butt flanges or connections are acceptable after the bolts are tensioned.

- M. Slings or other equipment used for picking up members or portions of the tower shall be of such material or protected in such a way as to not damage the tower section, the finish, or distort or overstress the tower when lifts are made.
- N. Portions of the tower shall be raised in such a manner that no dragging on the ground or against other hard surfaces occurs.
- O. Damaged tower sections can be used if properly repaired.
  - 1. If a damaged portion cannot be repaired to the satisfaction of Rowan County, it shall be replaced.
  - 2. For any galvanized surfaces, damaged for any reason, zinc-based solder repair shall be used.
    - a. Solders in a rod form or a powder may be used.
    - b. Surfaces must be cleaned using a wire brush or a light grinding action.
    - c. Surface preparation shall extend into the surrounding undamaged galvanized coating.
    - d. The thickness of zinc solder repair shall be equivalent to the originally specified hot dip galvanizing process.
    - e. Repairs shall be performed in accordance with the solder manufacturer's instructions.
- P. Only wrenches of proper size, which will not deform the nuts, nor damage the surface finish, are to be used.
- Q. Standard ironworkers' 12-inch spud or 12-inch socket wrenches shall be used.
- R. Pipe extenders will not be permitted.
- S. During construction of the tower where required, the obstruction lighting fixtures shall be installed and operated at each required level as each such level is exceeded in height during construction.

### **2.4.3 Grounding**

- A. The tower and all appurtenances shall be installed in accordance with Motorola R56 Standard.
- B. All equipment mounted on the tower shall be properly bonded/grounded to the tower.
- C. All antenna systems shall be effectively grounded and provide surge protection to all equipment.
- D. All antenna transmission lines shall be properly bonded/grounded to the tower.
  - 1. At a minimum, transmission lines shall be bonded/grounded at the antenna base, at the base of the tower, and at the exterior ground bar located at the entry to the building.
  - 2. Additionally, transmission lines shall be bonded/grounded to the tower or cable ladders at intervals recommended by the manufacturer.
  - 3. Antenna transmission line ground conductors shall be bonded to the tower in compliance with standards.
- E. The site installation should have less than 5 ohms resistance between any connected point on the ground bus and earth ground.
- F. The Selected Vendor shall test ground resistivity using the four-point method.
- G. The Selected Vendor shall supply a ground test report that fully describes the testing method used.

## **2.5 Equipment Shelter**

### **2.5.1 Shelter Size**

- A. The shelter size shall be nominal 11'6" wide (12' wide with roof overhang) exterior x nominal 16' long exterior x nominal 9'2" high interior, single room concrete shelter.

### **2.5.2 Shelter Construction**

- A. The shelter construction shall be concrete or concrete composite.

### **2.5.3 Shelter Design and Construction Requirements**

- A. In addition to all applicable codes and standards, Selected Vendor shall design the shelter to meet or exceed the following structure requirements:
1. 200 pounds per square foot distributed floor loading while on foundation
  2. 125 pounds per square foot distributed floor loading while lifting
  3. 200 pounds per square foot minimum roof load
  4. 120 Mph wind load
  5. Seismic zone 4
  6. Vents and entryways shall be constructed to deter vandalism
  7. Vents and entryways shall be constructed to prevent entry of rodents
  8. Waterproof

### **2.5.4 Exterior Finish**

The exterior finish of the shelter shall be exposed aggregate.

### **2.5.5 Bullet Resistance**

Shelter walls must be capable of stopping 30.06 rifle fires per UL 752 requirements.

### **2.5.6 Fire Rating**

Shelter walls must provide a two-hour fire rating.

### **2.5.7 Insulation and Interior Finish**

- A. Walls and ceiling must be insulated to a minimum value of R-11.
- B. Interior walls and ceiling must be sheathed with ½ inch white Nu-Poly® or similar board.

- C. Shelter walls must be reinforced as required to support wall mounted equipment.
- D. Floor will be covered with light colored industrial grade vinyl tile floor covering.

### **2.5.8 Exterior Door**

- A. The shelter shall be equipped with a 42 inch by 84-inch door.
- B. The door shall have a bullet resistance rating that complies with levels 4 of UL 752 ballistic standards.
- C. Door, frame and frame components shall be painted or otherwise treated to be rust-proof.
- D. Each door shall as a minimum be equipped with the following hardware and accessories:
  - 1. A continuous stainless-steel hinge the entire length of the door
  - 2. Neoprene weather strip
  - 3. High security locking cylinder latch set
  - 4. Level 4 Mortised dead bolt
  - 5. Anti-pick plate on strike of door to restrict access to the latch and deadbolt
  - 6. Hydraulic closer
  - 7. An exterior mounted canopy to protect the door entry shall be designed to support a load of 100 pounds per square foot

### **2.5.9 Power Distribution**

Power distribution shall include the following:

- A. Surge protection devices compliant with Motorola R56 and UL1449
- B. 16 KW Uninterruptible Power Source.
- C. One (1) 225 Amp main breaker, 10,000 AIC, 120/240 VAC, single phase, 60 Hz, 42 space, utility power distribution panel, in a NEMA 1 surface mount enclosure
- D. Utility power panel to be supplied with the circuit breakers as required

- E. One (1) 200 Amp, 240 VAC, fused, double pole, single throw safety switch in a NEMA 1 enclosure
- F. One (1) 200 Amp, 240 VAC, non-fused, double pole, double throw manual transfer switch in a NEMA 3R enclosure
- G. One (1) 200 Amp, four pin exterior power receptacle; Appleton Model: AJA20044-200RS.
- H. Twelve (12) 20 Amp specification grade duplex receptacles
- I. One (1) 20 Amp specification grade exterior ground fault duplex receptacle
- J. Seven (7) equipment AC circuit drops on individual two pole, 15 Amp, 240 VAC breakers routed in two conduits (four drops will be pulled in one conduit and three in a second) to customer specified locations on the ceiling above customer equipment racks. Flexible conduit including circuit conductors will be coiled and tagged for identification with enough length to reach the floor and an additional four feet (4') of circuit conductors to be cut to length and terminated by the customer

### **2.5.10 Lighting**

- A. Equipment shelter lighting shall be energy efficient and generate low heat levels. Acceptable lighting shall be long lasting energy efficient technologies, such as light emitting diodes (LED)
- B. Equipment shelter lighting shall comply with the U.S. defense standard MIL-STD-461E or most current version for low radio frequency interference (RFI) lighting fixtures.
- C. One -100 Watt exterior door light with vandal resistant lens.
- D. Placement of equipment shelter lighting shall assure illumination in front of and behind tall equipment racks (within aisle ways; not directly above equipment racks).
- E. Eight – four foot, two tube surface mounted LED light fixtures.
- F. Interior lighting control switches shall be located near the non-hinged side of the entrance door to the equipment shelter. One switch shall control a single lighting fixture and the second switch shall control the remaining lighting fixtures. Refer to

NFPA, NEC 70-2011 (or latest edition) Article 410 - Luminaries, Lamp Holders, and Lamps for additional information.

- G. Interior emergency backup lighting units shall be installed and activate immediately upon failure of all AC power. The emergency backup lighting shall also be equipped with an illuminated "Exit" sign mounted above the exit door of the equipment shelter indicating exit locations in the equipment shelter during emergency evacuation.
- H. Each exterior light equipped with a combination photoelectric/motion switch shall also have a photoelectric /motion bypass switch installed at the same location as the interior lighting control switches.

### **2.5.11 HVAC**

- A. HVAC shall be redundant wall mount air conditioning units, with lead/lag controls allowing approximately equal operating time on each unit.
- B. Two (2) nominal 29,600 Btu/hr (2-1/2 tons) wall mount air conditioning units, with low ambient and compressor anti cycle controls, integral 5 kW resistance heat strips and washable dust filters

### **2.5.12 Shelter Alarms**

- A. The following alarm devices shall be provided with wiring coiled and tagged and attached to a 48" x 72" x 3/4" equipment mounting board:
  - 1. Two-line voltage smoke detectors (One for each room)
  - 2. Two intrusion alarm switches with form "C" contacts rated .1 Amps at 28 VDC
  - 3. One high temperature alarm, which will consist of single pole double throw dry contacts. Adjustment range is 30 - 110 F.
  - 4. One low temperature alarm, which will consist of single pole double throw dry contacts. Adjustment range is 30 - 110 F.
  - 5. One humidity alarm which will consist of single pole, single throw form A or B dry contacts rated at 7.5 Amps (resistive) at 115 Vac, 60 Hz. Adjustment range is 20 TO 80% relative humidity.



6. One air conditioner compressor high and low head pressure lockout switch alarm
7. One utility power failure alarm
8. One set of generator alarms (generator run, fail, warning)

#### **2.5.13 Grounding**

- A. The interior ground system shall be installed as per Motorola R56 Standard
- B. One 1" Schedule 40 PVC sleeve installed at 45 degrees through the wall for ground exits
- C. Ground bar kit to include interior and exterior ground buss bars and exterior copper straps located at the entry port

#### **2.5.14 Entry Ports**

- A. Cable entry ports shall consist of one waveguide entry panel with 12 - 4-inch holes w/sleeves and protective blank covers.

#### **2.5.15 Cable Tray**

- A. Shelter shall be equipped 18" wide cable tray.

#### **2.5.16 Telco Board**

- A. Shelter shall be provided with one 4-foot x 6 foot x  $\frac{3}{4}$  inch Telco board(s).

#### **2.5.17 Accessories**

The Selected Vendor shall provide the following accessories:

- A. Two portable 10 pound CO<sub>2</sub> fire extinguishers
- B. One handheld emergency eye wash station
- C. One first aid kit

### **2.5.18 Drawings**

- A. The Selected Vendor shall provide two sets of shelter drawings with each shelter.
- B. The Selected Vendor shall supply typical foundation drawings based on actual soil conditions.
- C. The Selected Vendor shall supply support calculations for recommended building tie down locations.

## **Appendix A – Mandatory Submittals**

See separately provided MS Word document- Appendix A Mandatory Submittals.doc

(Purchasing will add needed information)

## Appendix B – Pricing Forms

| Youngs Mountain Tower Site                          | Cost |
|---|------|
| Site Preparation (Compound, Access Road, Utilities) |      |
| 12'x16' Shelter                                     |      |
| Shelter foundation                                  |      |
| Shelter delivery and installation services          |      |
| 300' Self Supporting Tower                          |      |
| Tower delivery                                      |      |
| Tower foundation                                    |      |
| Tower erection services                             |      |
| Permits, fees and licensing                         |      |
| Misc items not listed above                         |      |
| <b>Total</b>  |      |

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner and Allen Cress  
**DATE:** 4/22/22  
**SUBJECT:** Release SOR for Public Safety Radio Communications System Enhancements

---

Rowan County is requesting permission from the Board of Commissioners to release a Statement of Requirements (SOR) for Public Safety Radio Communications System Enhancements. These proposals will provide an upgrade to the existing Motorola ASTRO25 trunked radio system. The County worked with Federal Engineering to develop the SOR.

Attached is the SOR and Appendix A.

Board of Commissioners authorize the Purchasing Director to release a Statement of Requirements for Public Safety Radio Communications System Enhancements.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| SOR 2022-035       | 4/22/2022          | Cover Memo  |
| SOR Appendix A     | 4/22/2022          | Cover Memo  |



**Statement of Requirements**  
**2022-035**  
**Public Safety Radio Communications System**  
**Enhancements**

DUE: June 24, 2022 @ 2:00pm EDT

**FINAL**

Prepared by



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## Table of Contents

|       |  |    |
|-------|--|----|
| 1.    | Project Overview.....  | 4  |
| 1.1   | Introduction .....   | 4  |
| 1.2   | Background.....  | 4  |
| 1.3   | Standards and Guidelines.....  | 5  |
| 1.4   | Proposals Desired.....   | 5  |
| 1.5   | Proposal Format .....  | 6  |
| 2.    | Trunked Radio System Upgrades/Enhancements .....                     | 8  |
| 2.1   | Geographically Diverse Virtual Prime Site .....                      | 8  |
| 2.2   | Global Positioning System (GPS) Interface .....                      | 8  |
| 2.3   | GPS/AVL Terminals.....   | 9  |
| 2.4   | Backhaul Network .....   | 9  |
| 2.4.1 | Backhaul Network Architecture .....                                  | 9  |
| 2.4.2 | Microwave Backhaul Network Engineering.....                          | 10 |
| 2.4.3 | Microwave Antenna System .....                                       | 10 |
| 2.4.4 | Microwave Backhaul Network Management.....                           | 11 |
| 2.5   | Youngs Mountain Tower Site.....                                      | 11 |
| 2.5.1 | Backup Emergency Generators and Automatic Transfer Switch (ATS)..... | 12 |
| 2.5.2 | Site Equipment .....   | 12 |
| 3.    | System Implementation, Test and Acceptance .....                     | 14 |
| 3.1   | General Requirements.....  | 14 |
| 3.2   | Detailed Design .....  | 14 |
| 3.3   | Staging.....   | 16 |
| 3.4   | Site Development.....  | 17 |
| 3.5   | System Installation.....   | 19 |
| 3.6   | Cutover Plan .....   | 20 |
| 3.7   | Final Acceptance Testing.....  | 21 |





|              |  |    |
|--------------|--|----|
| 3.8          | Decommissioning, Removal, and Disposal of Legacy Equipment ..... | 22 |
| 3.9          | As-Built Documentation .....                                     | 22 |
| 3.10         | System Acceptance .....  | 23 |
| 4.           | Project Management.....  | 24 |
| 4.1          | Project Staffing .....   | 24 |
| 4.2          | Scheduling .....   | 25 |
| 4.3          | Project Meetings .....   | 26 |
| 4.4          | QA/QC Plan .....   | 27 |
| 4.5          | Project Punch List.....  | 28 |
| 5.           | Warranty, Maintenance, and Support .....                         | 30 |
| 5.1          | Warranty .....   | 30 |
| 5.2          | Spare Equipment .....  | 32 |
| 5.3          | Post Warranty and Lifecycle Support.....                         | 33 |
| 6.           | Critical Connect Option .....                                    | 34 |
| Appendix A - | Proposal Pricing Forms.....                                      | 35 |



# 1. Project Overview

## 1.1 Introduction

Rowan County, NC (County) is requesting a proposal to upgrade the existing Motorola ASTRO25 trunked radio system. The proposed system upgrade shall increase system reliability through the implementation of redundant system components and reconfigure the backhaul network to add ring protection. This Statement of Requirements (SoR) shall provide Motorola with the information required to develop and present a proposal to Rowan County.

## 1.2 Background

- A. The goal of the project is to upgrade the existing system to improve system reliability and redundancy. The County system upgrade project includes the following key goals:
1. Increase system reliability by supplying and integrating a new geographically diverse Prime Site.
  2. Provide a solution that leverages existing communications infrastructure (sites/facilities) to the greatest extent possible.
  3. Provide a stable, reliable infrastructure radio environment.
  4. Increase system reliability by reconfiguring the existing microwave backhaul network into a ring protected network.
  5. Increase system features by adding Global Positioning System / Automatic Vehicle Location (GPS/AVL) operation within dispatch center
  6. Replace the existing leased tower on Youngs Mountain with a County owned tower site on adjacent property and relocate the Youngs Mountain radio site equipment to this site and new equipment shelter. (Tower and shelter procurement and implementation outside of Motorola scope)
  7. Provide key stakeholders with ample communication, preparation and input avenues during the project.



8. Update Motorola maintenance contract "ASTRO25 System Upgrade Agreements with Maintenance Services" to include new equipment.

### **1.3 Standards and Guidelines**

- A. Motorola shall comply with the applicable portions of the following standards, rules, regulations, and industry guidelines (presented here in alphabetical order; not reflective of priority):
  1. American National Standards Institute (ANSI)
  2. American Society of Testing Materials (ASTM)
  3. Federal Aviation Administration (FAA)
  4. Federal Communications Commission (FCC)
  5. Institute of Electrical and Electronics Engineers (IEEE)
  6. International Building Code (IBC)
  7. National Electrical Code (NEC) (NFPA-70)
  8. National Electrical Manufacturer's Association (NEMA)
  9. National Fire Protection Association (NFPA) 1221
  10. Telecommunications Distribution Methods Manual (TDMM)
  11. Telecommunications Industry Associations (TIA)
  12. Underwriters Laboratories, Inc. (UL)
- B. Motorola shall comply with industry best practices for system installation, grounding, bonding, and transient voltage surge suppression (TVSS), as outlined in Motorola's R56 standard.

### **1.4 Proposals Desired**

- A. The County desires a complete turnkey solution addressing all project goals.



- B. Proposal Options: Requirements described as an “OPTION” or “OPTIONAL” refer to features or equipment, which may or may not be purchased by the County, or items whose quantities are not determined yet. It is not Motorola’s option to respond to these requirements; therefore, Motorola is required to respond to all OPTIONAL requirements to the greatest extent possible.
- C. Alternate Approach:
  - 1. In the event Motorola has a technological solution that does not meet the exact requirements in this Statement of Requirements (SoR), Motorola may offer an alternate approach to the identified requirement as long as each alternate approach fully addresses the intent and function of the requirements set forth in this SoR.
  - 2. An Alternate Approach, if offered, shall be submitted in addition to the primary proposal and be clearly marked as “ALTERNATE APPROACH”.

## ***1.5 Proposal Format***

- A. Motorola shall adhere to the proposal format provided below, organized by Section:
  - 1. Section 1: Cover letter
  - 2. Section 2: Table of contents
  - 3. Section 3: Executive summary
  - 4. Section 4: Description of the system, including equipment, software, design, and services to be provided:
    - a. Geographically diverse Prime Site
    - b. Microwave backhaul system
    - c. Microwave preliminary path profiles
    - d. Microwave channel plans
    - e. Site infrastructure
    - f. Tower profile drawings including antenna mounting locations and ancillary equipment
    - g. Equipment room drawings



- h. Equipment rack elevation drawings
    - i. Additional subsystems
    - j. Scope of Work documentation detailing complete system installation on a site-by-site basis
    - k. System design information shall include a complete detailed description, block diagrams, equipment layouts, and equipment lists necessary to provide a complete and comprehensive description.
    - l. Detailed equipment specification sheets for all proposed equipment
    - m. Optional Critical Connect – ISSI feature
    - n. Optional Smart Connect feature
  - 5. Section 5: Project Management plan including preliminary project schedule with detailed Gantt chart, clearly showing County responsibilities
  - 6. Section 6: Quality Assurance / Quality Control (QA/QC) plan
  - 7. Section 7: System and/or subsystem warranty information
  - 8. Section 8: System testing documentation including staging acceptance testing and final acceptance testing.
  - 9. Section 9: Any documentation or material not covered in any other sections.
  - 10. Section 10: Updated support contract, “ASTRO25 System Upgrade Agreements with Maintenance Services”
  - 11. Section 11: Detailed equipment specification sheets for all proposed equipment
  - 12. Section 12: Total proposal cost and detailed pricing breakdown
- B. Motorola shall provide total proposal cost and itemized pricing by using the pricing forms provided in Appendix A – Proposal Pricing Forms, to the greatest extent possible. Costs for OPTIONAL and ALTERNATE items shall also be provided on the forms.



## **2. Trunked Radio System Upgrades/Enhancements**

### ***2.1 Geographically Diverse Virtual Prime Site***

The existing Prime site is collocated at Al's Knob with the Al's Knob Radio Frequency (RF) Site. A catastrophic failure of this site could potentially remove the entire system from operation.

- A. Motorola shall propose the use of the new Motorola Virtual Prime Site equipment to replace the existing Al's Knob Prime Site equipment.
- B. A georedundant Prime shall also be integrated with the system design.

### ***2.2 Global Positioning System (GPS) Interface***

The system currently supports the transfer of subscriber device location information. However, the dispatch center has no way of displaying this information for use by dispatch operators. Motorola shall provide the necessary licenses and equipment required to display subscriber location information.

- A. Motorola shall define the full feature set provided by the proposed/provided interface.
- B. The system shall support (2,500) active units.
- C. Subscriber units shall provide location information upon initiating a PTT and/or an emergency alarm activation.
- D. Motorola shall provide information detailing the minimum polling interval that would be supported by the existing radio system while maintaining a GOS of less than 1% for voice traffic.
- E. The County anticipates replacing the existing CAD in the future. Motorola shall provide details and costs associated with integrating the GPS location information with a new CAD system..
- F. This interface shall provide access to all location data generated by the user units equipped and activated with GPS receivers.



## **2.3 GPS/AVL Terminals**

- A. Motorola shall propose GPS/AVL terminals capable of displaying unit locations.
- B. The GPS/AVL solution shall automatically poll units based on any of the following:
  - 1. Time
  - 2. Distance
  - 3. PTT
  - 4. Emergency button activation
  - 5. Manual Polling by terminal operator
- C. Motorola to supply a total of 15 GPS/AVL terminals at the following locations and quantities:
  - 1. Rowan County dispatch center – 13 (one at each dispatch location)
  - 2. Salisbury Master Site - 2

## **2.4 Backhaul Network**

The current backhaul network is deployed in a hub and spoke configuration with all sites reporting to the AI's Knob site. Increasing system reliability would require both implementation of a new geographically diverse Prime Site and the conversion of the backhaul network from hub and spoke design to a ring protected network. Motorola shall propose a new microwave backhaul network configured as a ring protected network..

### **2.4.1 Backhaul Network Architecture**

- A. A new ring protected microwave replacement backhaul network shall be proposed providing route diversity and minimizing single points of failure.
- B. Licensed frequencies must be used; unlicensed microwave is unacceptable. The backhaul network shall be designed to achieve 99.999% overall availability.
- C. The radio shall deliver two-frequency, full duplex operation. Space diversity configurations are acceptable if necessary, to meet reliability requirements.





- D. The bandwidth of the overall microwave backhaul network shall be designed to accommodate all possible system traffic; including voice call, system control, dispatch, and system management signaling and shall also include at least 50% excess bandwidth for future growth.
- E. The backhaul network must be designed so that all microwave links have a minimum two-way end-to-end annual availability of 99.999%.
- F. Motorola shall be responsible for all microwave frequency research, prior coordination and preparation of all associated FCC license applications and submittals on behalf of the County.

#### **2.4.2 Microwave Backhaul Network Engineering**

- A. Motorola shall provide preliminary microwave path details including centerline mounting height recommendations, fade margins, antenna sizes, system gains and system losses, and path profiles.
- B. Motorola shall conduct physical path surveys to assure that all proposed paths meet proper clearance criteria.
- C. Motorola shall provide modified antenna centerline mounting height recommendations, if required, based upon the information gathered during the physical path surveys and site visits.
- D. Motorola shall include fade margin calculations, showing the preliminary antenna sizes, system gains, and system losses.
- E. Motorola shall include radomes in their designs as a requirement for each microwave antenna.
- F. The microwave backhaul network equipment must be type accepted for licensing under Part 101 of the FCC Rules and Regulations.

#### **2.4.3 Microwave Antenna System**

- A. Microwave antennas shall be compatible with the radio frequency bands and conform to applicable FCC requirements. Solid parabolic type, Category A antennas shall be used in accordance with FCC Part 101.115.



- B. The antenna systems shall meet the minimum wind speed with ice and design ice thickness requirements as specified in Annex B of TIA-222 Standard current revision, or the latest revision adopted by the jurisdiction.
- C. All mounting brackets, connectors and other hardware shall be supplied as necessary for a complete installation.

#### **2.4.4 Microwave Backhaul Network Management**

- A. Motorola shall include in their design a management system with sufficient alarm, control, and tracking capabilities for the proposed microwave network. The system shall be capable of remotely monitoring equipment status and performance from all sites.
- B. The backhaul management system shall be fully compatible and integrated with the current network management system.
- C. The overall network shall have a common end-to-end management and configuration tool capable of complete control of all network elements. The tool shall be able to support building an end-to-end path without requiring manual configuration of each intermediate device. Graphical display of resulting configurations is preferred.
- D. Automated error checking shall be included to prevent typical configuration problems such as oversubscription of a link. The tool shall alert the user when such errors occur.

#### **2.5 Youngs Mountain Tower Site**

- A. The existing Youngs Mountain RF Site is located at an American Tower leased tower site on Youngs Mountain Road. The County desires to eliminate the recurring costs associated with the current tower and equipment room leases, by constructing a new tower built on a County owned parcel of land directly adjacent to the current site. The County will be responsible for the implementation of the new tower and equipment shelter via a separate procurement. Once the new tower site is complete, Motorola shall be responsible for relocating the existing Youngs Mountain RF Site equipment, generator, and transfer switch to the newly built County owned tower site. Motorola shall be responsible for providing LMR and microwave antenna make, model, mounting heights, azimuths and



feedlines/waveguides to allow the County to develop a tower design capable of supporting the required LMR and microwave equipment.

### **2.5.1 Backup Emergency Generators and Automatic Transfer Switch (ATS)**

- A. The site shall reuse the existing backup emergency generator and automatic transfer switch from the existing Youngs Mountain tower site.
- B. Motorola shall be responsible for having the generator manufacturer authorized representative perform generator startup, load testing after the generator has been relocated at the new tower site.
- C. Motorola shall provide the County with the startup, load testing, and generator warranty documentation.
- D. Motorola shall be responsible for verifying generator size support electrical load of shelter equipment.
- E. Generator alarms shall be integrated with the Network Management system.

### **2.5.2 Site Equipment**

- A. Motorola will be responsible for relocating the existing RF Equipment from the existing Youngs Mountain tower site to the new Youngs Mountain tower site.
- B. Motorola shall be responsible for amending the FCC licensing to include the new tower location.
- C. Shelter environmental alarms shall be integrated with the existing network management system.
- D. New antennas and coaxial cables shall be provided and installed by Motorola.
- E. Motorola shall install the equipment in compliance with the Motorola R-56 standard.
- F. Motorola shall be responsible for removing the antennas and lines from the old Youngs Mountain tower upon approval from the County to do so.



- G. Motorola shall provide an installation/migration plan detailing how the existing RF Site will be relocated from the existing Youngs Mountain tower to the new tower with minimal downtime.



### **3. System Implementation, Test and Acceptance**

#### **3.1 General Requirements**

- A. Motorola shall conduct project and construction meetings as deemed necessary by the County prior to and during installation. Additional meetings may be scheduled at the discretion of the County.
- B. If any changes in the overall timeline occur, Motorola shall update the project schedule for discussion during these project meetings.
- C. Motorola shall provide written minutes of all meetings no later than two business days after the meeting.

#### **3.2 Detailed Design**

Motorola shall submit the Detailed Design package within 60 days after contract execution, which shall include the following:

- A. Any updates to previously submitted design information
- B. System block diagrams
- C. Microwave channel plans
- D. Cutover plan:
  - 1. A preliminary cutover plan describing how the radio system enhancements/upgrades will be phased over into a fully operational system.
  - 2. Motorola will work with the County to determine the best possible cutover schedule which works within the County's acceptable outage allowances.
  - 3. Motorola shall provide the necessary labor to cutover from existing systems to the proposed system.
  - 4. The plan shall provide detailed component or subsystem cutover plans, and specifically delineate between systems that affect and do not affect ongoing operations.



5. The County reserves the right to approve and change the cutover plan as it relates to any or all system components.
- E. Site-by-site equipment list (new equipment)
- F. System installation, optimization, operation, and maintenance manuals for all equipment
- G. Sample factory testing documentation for each piece of equipment
- H. Blank installation and optimization documents to be completed during installation and provided with as-built documentation
- I. Patching schedules and termination details for all cabling necessary for a complete record of the installation
- J. Location of demarcation points for any items to be provided by the County
- K. Site installation drawings, including room layouts, all cable runs, and grounding
- L. Equipment rack/cabinet elevation diagrams
- M. Tower drawings including antenna and coaxial cable loading information, antenna center line heights, and any other equipment mounted on the tower on a site by site basis
- N. Tower structural analysis results for towers requiring the addition of microwave dishes
- O. Passing structural analysis detailing required tower modifications for any towers that fail analysis
- P. Motorola shall submit a Draft Factory Acceptance Test Plan (FATP) outlining a comprehensive series of tests that will demonstrate proof of performance and readiness for shipment.
- Q. Motorola shall submit a Draft System Acceptance Test Plan (SATP) outlining a comprehensive series of tests that will demonstrate proof of performance after installation and optimization is complete.



- R. The Final FATP and Final SATP shall be submitted no later than 15 business days before the testing starts and shall be approved no later than five business days before the testing starts.
- S. Any other items as required or requested by the County prior to Detailed Design Review.
- T. All items required for detail design shall be submitted to the County 10 business days prior to the detailed design review meeting.
- U. A detailed design review meeting shall be conducted to allow Motorola to present the system detailed design for review and approval.
- V. The detailed design review shall be considered the last step prior to ordering and/or manufacturing of equipment. Upon approval of the detailed design by the County, Motorola may begin the ordering and manufacturing of system equipment. The County shall not be held liable for any equipment ordered or manufactured prior to approval of the detailed design.

### **3.3 Staging**

Each individual assembly or equipment unit shall undergo factory testing prior to shipment.

- A. Motorola shall submit standard factory test documentation, documenting the tests performed and indicating successful completion of testing to the County.
- B. System staging:
  - 1. Motorola shall perform complete system staging and testing at a location in the United States.
  - 2. The intent of the staging tests is to demonstrate to the County that the system is ready for shipment and installation.
  - 3. Motorola shall provide all necessary technical personnel, and test equipment to conduct staging tests.
  - 4. All deviations, anomalies, and test failures shall be resolved at the Motorola's expense.





5. Motorola shall use an approved staging acceptance test plan (SATP).
6. Motorola shall successfully perform all tests before the County witnesses the official SATP. (Witness by County is at County's discretion)
7. Motorola and the County shall jointly execute and date the SATP following completion of all tests.
8. All tests in the SATP shall be marked as either pass or fail.
9. Motorola shall document all failed components.
10. Motorola shall correct and retest all failed components.
11. Motorola shall replace at its own expense failed components that are not repairable.
12. The decision to retest an individual failed SATP tests or the entire plan shall be at the County 's discretion.
13. Motorola shall provide the County with the fully executed and complete SATP document.
14. There shall be no deemed acceptance of the SATP.

### **3.4 Site Development**

- A. Cost associated with development of existing sites shall be detailed separately, on a per site basis as detailed in Appendix A – Proposal Pricing Forms.
- B. Motorola shall identify and propose any additional work necessary to make existing sites and infrastructure usable in the proposed radio/microwave system.
- C. Motorola shall be responsible for updating all existing sites that are part of the proposed system to be compliant with their provided grounding standards.
- D. Motorola shall be responsible for completing any documents required by local, state and federal departments including, but not limited to, permitting documents and State Historic Preservation Office (SHPO) forms.
- E. Code Compliance:



1. Installation of all electrical equipment, power distribution, lighting assemblies and associated wiring shall comply with the most recent edition of the National Electric Code (NEC) and Occupational Safety and Health Administration (OSHA) regulations.
  2. All electrical equipment shall be listed or approved by Underwriters Laboratories (UL).
- F. Motorola shall assume total responsibility for maintaining liability insurance covering the following items:
1. Project design
  2. Implementation
  3. Licensing
  4. Shipping
  5. Receiving
  6. All site work required
- G. Prior to any excavations, Motorola or subcontractor shall follow appropriate procedures outlined at the following website: [www.call811.com](http://www.call811.com).
- H. The Motorola shall coordinate with utility companies for all utility related items, such as electrical service hookups and disconnects.
- I. During detailed design, Motorola shall provide detailed drawings including all structures and foundations, sealed by a professional engineer registered in the state of North Carolina.
1. Detailed dimensioned drawings showing all system components and locations
  2. Drawings and/or specifications shall describe any auxiliary equipment
  3. Manufacturer specification sheets of all equipment used shall be provided
- J. All control functions and alarms from towers, shelters and backup power shall be interfaced to the Network Management System (NMS), for remote control and monitoring.



### **3.5 System Installation**

- A. Installation shall consist of a complete tested system to include placement of associated cabling, appropriate system layout, and terminal connections.
- B. Motorola shall provide associated power supplies and any other hardware, adapters, and/ or connections to deliver a complete operable system to the County.
- C. Motorola shall participate in a mandatory project site survey with the County to confirm actual equipment location within each space prior to the start of system installation.
- D. During the mandatory project site survey, Motorola shall determine and document any exact locations that differ from the detailed design installation drawings.
- E. All detailed design drawings and documents requiring changes shall be revised and approved prior to installation.
- F. Motorola shall provide and pay for all materials necessary for the execution and completion of all work.
- G. Unless otherwise specified, all materials incorporated into the permanent work shall be new and shall meet the requirements of this RFP.
- H. All materials furnished and work completed shall be subject to inspection by the County.
- I. Motorola shall be responsible for preparing and submitting the necessary applications for site permissions/access to install system equipment at non-County owned sites.
- J. Motorola shall be responsible for any leases at non-County owned sites for temporary space needed during installation and cutover to the new system.
- K. Qualified, trained personnel experienced with this type of work, shall perform all installations.
  - 1. The County shall preapprove all subcontractors.



2. The County shall preapprove any change in subcontractor or its staff.
- L. Motorola shall clean all equipment and devices and repair all damaged finishes.
- M. Motorola shall leave sites neat and broom swept upon completion of work each day.
- N. Motorola shall thoroughly clean all equipment shelter and building floors and remove all scuff marks and abrasions prior to acceptance.
- O. Motorola shall remove all trash weekly.
- P. Inspection:
  1. The County shall conduct an inspection of the installations upon substantial completion.
  2. The County shall document any deficiencies on a single punch list and provide the punch list to Motorola for resolution.
  3. Final acceptance testing shall not commence until all punch list items are resolved.

### **3.6 Cutover Plan**

- A. Execution of the cutover plan shall ensure that new system enhancements are brought online with minimum interruption to all existing systems and communications.
- B. Motorola shall be responsible for planning and coordinating the implementation of all equipment, subsystems, and the overall system.
- C. Motorola shall be responsible for any costs associated with their proposed cutover plan.
- D. During final design, Motorola shall deliver a preliminary cutover plan describing how the system enhancements will be phased over into a fully-operational system.
- E. Motorola shall successfully complete all tests prior to the actual cutover of systems.



- F. Motorola shall provide the necessary labor to cutover from existing systems to the proposed system.
- G. The cutover plan shall provide detailed component or subsystem cutover plans, and specifically delineate between systems that affect and do not affect ongoing operations.
- H. The County reserves the right to approve and change the cutover plan as it relates to any or all system components.

### ***3.7 Final Acceptance Testing***

- A. Prior to final acceptance testing, Motorola shall verify and document upgrades of all equipment, hardware, and software to the latest factory revision.
  - 1. Multiple revision levels among similar equipment are not acceptable.
- B. Motorola shall provide the County with 2-weeks written notice that the system is ready for final acceptance testing.
- C. Motorola will deliver a Final acceptance test plan (FATP).
- D. Motorola shall use the completed and approved FATP.
- K. Motorola shall successfully perform all FATP tests before the County witnesses the official FATP.
- L. Motorola and the County representatives shall jointly execute and date the FATP following completion of all tests.
- M. All tests in the FATP shall be marked as either pass or fail.
- N. Motorola shall provide all necessary technical personnel, and test equipment to conduct FATP tests.
- O. All deviations, anomalies, and test failures shall be resolved at the Motorola's expense.
- P. Motorola shall document, correct, and retest all failed components.



- Q. Motorola shall replace at its own expense any failed component that is not repairable.
- R. Retest of individual failed FATP tests or the entire plan shall be at the County 's discretion.
- S. Motorola shall provide the County with the fully executed and completed FATP document.
- T. There shall be no deemed acceptance of the FATP.

### ***3.8 Decommissioning, Removal, and Disposal of Legacy Equipment***

- A. Motorola shall remove existing equipment (e.g., transmitters, consoles, mobiles, cables, and antenna systems) not being reused.
- B. Motorola shall maintain a detailed inventory of all equipment removed
- C. Motorola shall transport all removed equipment to the County -specified disposal location.

### ***3.9 As-Built Documentation***

- A. At the completion of each implementation phase, Motorola shall provide complete as-built documentation as outlined below:
  - 1. Equipment provided
  - 2. Plan and elevation drawings of all equipment including antennas on towers
  - 3. Shelter floor plans
  - 4. Cabling and terminations
  - 5. Block and level diagrams
  - 6. Setup, configuration, and alignment information, to include commissioning, provisioning, test and turn-up



7. Successfully completed, signed, and dated Final Acceptance Test Plans
- B. Motorola shall provide final documentation in printed form:
1. Six bound, hard copy, printed sets
    - a. Hand modified drawings are not acceptable.
    - a. Hard copies of all drawings shall be 11" x 17".
- C. Motorola shall provide final documentation in electronic form:
1. All drawings provided in MS-Visio native format
  2. All other documentation provided in MS-Word or MS-Excel native format
  3. A copy of all drawings and documentation in Adobe Portable Document Format (PDF)

### ***3.10 System Acceptance***

- A. The County shall deem the system enhancements ready for final acceptance following successful completion and approval of the following:
1. Final Detailed Design
  2. Staging Acceptance Test
  3. All contracted installation completed
  4. Final inspection and punch list resolution
  5. As-built documentation
  6. Coverage Acceptance Test
  7. Final Acceptance Test
  8. Delivery of final documentation
- B. No conditional acceptances will be granted.





## 4. Project Management

### 4.1 Project Staffing

Motorola shall provide the appropriate project staff based on workload and the level of effort required throughout the implementation/installation process.

- A. The staff identified in Motorola's proposal, shall serve the duration of the project unless Motorola proposes an alternative plan to the County for consideration and gains approval.
- B. The County reserves the right to accept or reject any proposed staffing changes.
- C. Motorola's project manager:
  - 1. Motorola's Project Manager shall be the primary point of contact between the County and Motorola.
  - 2. Motorola's Project Manager shall bear full responsibility for supervising and coordinating the installation and deployment of the communications system.
  - 3. Motorola's Project Manager shall be responsible for:
    - a. Development and acceptance of the project management plan
    - b. Managing the execution of the project against that plan
    - c. Overseeing the day-to-day project activities, communication, deliverables, and milestone completion
  - 4. Motorola's project manager shall be responsible for coordinating and facilitating weekly status meetings.
- D. Motorola's project engineer:
  - 1. Motorola's project engineer shall have the primary responsibility for managing the system design and ensuring system installation in accordance with the approved system design.



2. Any deviation from the proposed system design shall be subject to project change control procedures and will not be undertaken until approved by the County.
3. Motorola's project engineer shall ensure the accurate development of block diagrams, system-level diagrams, and rack diagrams.
4. The project engineer shall supervise the development and execution of the Acceptance Test Plans (SATP & FATP).
5. The project engineer shall guide the project team through the processes and procedures necessary to prove that the system performs as specified in the contract.
6. The County shall approve all test plans prior to execution.

## **4.2 Scheduling**

Motorola shall develop and maintain a project schedule including tasks, milestones, start and end dates, task predecessors, and task owners based on an approved WBS.

- A. The schedule shall represent tasks associated with completing work on all items identified in the WBS. The schedule will include tasks that Rowan County may be responsible to complete.
- B. Motorola shall update the project schedule with actual dates as tasks are completed.
- C. Motorola shall present all schedule updates to the County during the weekly status meetings.
- D. The schedule shall address the following at a minimum:
  1. Site surveys
  2. Detailed design review
  3. Site preparation
  4. Equipment order and manufacturing



5. Factory acceptance test
6. Equipment delivery
7. System installation
8. System configuration
9. System optimization
10. Acceptance testing
11. Coverage testing
12. User training
13. System cutover
14. System documentation development and delivery
15. System and equipment warranty

### ***4.3 Project Meetings***

Motorola shall schedule a project kickoff meeting prior to the beginning of the project.

- A. Motorola shall schedule weekly project status meetings following contract award and the initial kickoff meeting.
- B. Weekly status meetings shall continue throughout the duration of the project until the County issues final system acceptance.
- C. Motorola shall be responsible for facilitating the weekly status meetings.
- D. Motorola shall prepare and distribute meeting agendas and minutes to the County via e-mail on a weekly basis at least 24-hours prior to each scheduled meeting.
- E. Meeting agenda items shall include, as a minimum, the following items:
  1. Schedule review



2. Status of deliverables
3. Risk items and planned responses
4. Proposed changes
5. Plans for the next period
6. Action item assignments
7. Punch list review

#### **4.4 QA/QC Plan**

- A. Motorola shall include a project QA/QC plan.
- B. Motorola shall submit the QA/QC plan for review during preliminary design as described in this section.
- C. The QA/QC plan shall address all stages of the project, including, but not limited to:
  1. Procurement
  2. System design
  3. Installation
  4. Implementation
  5. Testing
  6. Cutover
- D. The QA/QC plan shall specifically describe the plans and procedures that ensure compliance of the proposed system design with the RFP requirements.
- E. The QA/QC plan shall be included in the project management plan developed by Motorola's project manager.
- F. The QA/QC plan shall be an integral part of the project.



- G. The QA/QC plan shall include the County personnel as part of the review and approval process for all deliverables and submittals.
- H. The proposed QA/QC plan shall address the following project tasks at a minimum:
  - 1. Design analysis and verification
  - 2. RF coverage analysis and verification
  - 3. Design changes and document control
  - 4. Material ordering, shipping, receiving, and storage
  - 5. Site preparation (if required)
  - 6. Field installation and inspection
  - 7. Equipment inventory and tracking
  - 8. System testing and validation
  - 9. Software regression testing
  - 10. Deficiency reporting and correction
  - 11. Implementation and cutover
  - 12. Training and certification

#### ***4.5 Project Punch List***

Motorola shall establish and maintain a punch list, as mutually agreed to with the County.

- A. The punch list shall address all open issues including those related to sites, facilities, equipment, and acceptance tests.
- B. Motorola shall maintain the punch list in real time.
- C. Motorola shall distribute the punch list to the County weekly via e-mail.
- D. The punch list shall include the following at a minimum:



1. Sequential punch list item number
  2. Date identified
  3. Item description
  4. The party responsible for resolution
  5. Expected resolution date
  6. Resolution date
  7. Details about how each punch list item was resolved and tested
  8. Notes about the item
- E. If Motorola receives written permission from the County to transfer the responsibility of an item to another person or group, Motorola shall add a new entry to the punch list and appropriately note the original entry.
- F. Motorola shall be responsible for reviewing each punch list item and advising the County of any changes.
- G. Motorola shall update the status of punch list items during each weekly status meeting.



## 5. Warranty, Maintenance, and Support

- A. Motorola support shall include an initial 1-year warranty, software and firmware upgrade support, and spare parts and equipment.

### 5.1 Warranty

- A. The updated system components shall be covered by a full manufacturer's warranty for 1 year, commencing with County final acceptance or mutually agreed project phase.
- B. System performance, installation, and all hardware, parts, software, and materials (including third-party equipment) shall be warranted for a period of 1 year,
- C. Warranty coverage shall include all related return and delivery fees.
- D. Motorola shall provide a single toll-free telephone number staffed and available 24 hours a day, 7 days a week, 365 days a year, for service requests and warranty claims.
- E. During the warranty period, service and repair shall be performed 24 hours a day, 7 days a week, 365 days a year.
  - 1. There shall be no additional charges for work outside of normal business hours.
- F. The following repair response time and repair-completed time criteria shall be in effect:
  - 1. Motorola shall contact the County representative within 30 minutes of telephone notification for a Critical Service issue.
  - 2. The County defines Critical Service issue as any one or more of the following events that results in a loss of voice traffic on the system:
    - a. Any failure which causes a loss of 15% or more in capacity or coverage in any cell
    - b. Any failure which causes a loss of simulcast capability





- c. Any failure which causes a loss of the primary system control (assuming a primary/secondary architecture)
  - d. Any system failure that causes the loss of one or more console positions
  - e. Any failure that renders the logging recorder inoperable or causes a loss of recorded audio
  - f. The failure of two or more repeaters
  - g. Concurrent failure of two or more switches and/or routers
  - h. Failure of the receiver voting system
- 3. Motorola's qualified service representative and the County 's representative shall attempt to resolve the Critical Service issue over the phone or via remote network management.
- 4. If Motorola's qualified service representative and the County 's representative cannot resolve the issue remotely or over the phone, then the County shall make the determination regarding the criticality of the service issue.
  - a. If determined to be critical Motorola shall dispatch a qualified service representative to the site experiencing the service issue.
- 5. Motorola's qualified service representative shall be physically present at the site that requires service within 4 hours of County 's decision to escalate the call to on-site service.
- 6. On-site Motorola's service representative shall make every effort to resolve the Critical Service issue within 4 hours from the time the critical service issue was reported.
- G. Motorola shall repair all equipment, hardware, and software throughout the implementation, cutover and warranty periods.
- H. The following procedures shall be followed during the warranty period:
  - 1. Motorola shall provide the County with written documentation indicating:



- a. The cause of the service outage
  - b. The resolution
  - c. All post-repair testing procedures to ensure proper operation
2. In the event Motorola uses County/City -owned spares to complete a repair, the documentation shall include the model and serial number of both the defective unit and the spare.
3. Hardware:
  - a. For all equipment needing factory or depot repairs, Motorola shall maintain a comprehensive tracking system to track units to and from the factory/depot.
- I. Replacement parts shall be new or original repaired parts only.
- J. Fixed equipment mail-in board repair shall be completed within seven calendar days of receipt.
- K. Equipment must be returned to the County via second-day shipping, with tracking number provided to the County.
- L. Serialized units sent in for depot repair must not be exchanged unless specifically authorized by the County.
- M. The original unit must be repaired and returned unless specifically authorized by the County.
- N. Motorola, at no additional cost to the County, shall correct latent design defects or recurring problems relating to software, firmware, hardware, or overall system design, during the warranty period.
- O. During the warranty period, Motorola shall correct all system malfunctions due to software at no additional cost to the County.

## ***5.2 Spare Equipment***

- A. Motorola shall include recommended initial spare parts and equipment to be procured as part of the initial contract. The County is required to maintain the



necessary spares on hand to repair the Land Mobile Radio (LMR) systems to provide timely restoration of the system.

- B. The initial spare parts and equipment shall include, but is not limited to, the following:
  - 1. All Motorola identified Field Replaceable Units (FRUs)
  - 2. Power supplies
  - 3. Required and/or recommended test, measurement, calibration equipment, and repair kits
  - 4. Recommended diagnostic equipment to support the County maintenance activities
- C. Initial spares for less critical items shall also be enumerated
- D. The spare parts and equipment shall include items that will rapidly and completely restore all critical system functionality with the least amount of effort (e.g., board replacement instead of troubleshooting to component level when a critical unit fails).
- E. Motorola shall determine the types and quantities of spares based on their proposed system size and design.
- F. Motorola shall define the primary equipment category each spare kit supports (e.g., transceiver board for a base radio or interface board for a router).

### ***5.3 Post Warranty and Lifecycle Support***

- A. Motorola shall provide an updated version of the ASTRO25 System Upgrade Agreements with Maintenance Services covering a 10-year span.



## **6. Critical Connect Option**

- A. As an Option, Motorola shall propose their Critical Connect solution to link the P25 system with a broadband PTT application.
- B. The proposed solution shall detail the possible number of concurrent conversations/talkpaths and the associated pricing.
- C. Included shall be options for communicating with an APX subscriber via a Wi-Fi connection as well as the WAVE PTT application operating on a smartphone device



## **Appendix A - Proposal Pricing Forms**

Proposal pricing provided in Excel format, file - *Appendix A Proposal Pricing Sheets.xlsx*



| TABLE A.1 - TOTAL PRICE SUMMARY   |                  |
|---|------------------|
| TABLE A.1 provides a summary of the Total Base Proposal Price broken down by radio system equipment and services. |                  |
| System Enhancements   | Discounted Price |
| Geographically Diverse Prime Site (Table A.2)   |                  |
| Microwave Network (Table A.3)   |                  |
| GPS/AVL Solution (Table A.4)  |                  |
| Youngs Mountain Tower Site Relocation (Table A.5)   |                  |
| TOTAL SYSTEM UPGRADE/ENHANCEMENT PRICE  |                  |
| SYSTEM BASE PROPOSAL PRICE  |                  |
| Discount  |                  |
| TOTAL DISCOUNTED PRICE  |                  |

| TABLE A.2 - GEO-DIVERSE PRIME SITE PRICE SUMMARY                                   |                  |
|--|------------------|
| TABLE A.2 provides a summary of the Geo-Diverse Prime Site equipment and services. |                  |
| System Equipment   | Discounted Price |
| Hardware/Equipment (list each)   |                  |
| Software/Licensing (list each)   |                  |
| Engineering Services   |                  |
| Site Development Services  |                  |
| Project Management   |                  |
| Installation Services  |                  |
| Spare Equipment  |                  |
| Other - specify  |                  |
| TOTAL PRICE  |                  |



| TABLE A.3 - MICROWAVE NETWORK PRICE SUMMARY   |                  |
|---|------------------|
| TABLE A.3 provides a summary of the Microwave equipment and services. This table to be used to provide the costs to replace the existing microwave equipment with a new microwave network |                  |
| Microwave Equipment and Services  | Discounted Price |
| Al's Knob Microwave Equipment   |                  |
| Young's Mountain Microwave Equipment  |                  |
| South Rowan Microwave Equipment   |                  |
| High Rock Microwave Equipment   |                  |
| Dispatch Center Microwave Equipment   |                  |
| Engineering Services  |                  |
| Project Management  |                  |
| Installation Services   |                  |
| Spare Equipment   |                  |
| Other - specify   |                  |
| MICROWAVE EQUIPMENT AND SERVICES PRICE  |                  |

| TABLE A.4 - GPS/AVL PRICE SUMMARY                    |                  |
|--|------------------|
| TABLE A.4 provides a summary of the GPS/AVL solution |                  |
| System Equipment                                     | Discounted Price |
| Hardware (Core)                                      |                  |
| Software/Licensing (Core)                            |                  |
| Engineering Services                                 |                  |
| Project Management                                   |                  |
| Installation Services                                |                  |
| Spare Equipment                                      |                  |
| Integration with CAD system                          |                  |
| GPS/AVL Terminals (15 total)                         |                  |
| Other - specify                                      |                  |
| GPS/AVL EQUIPMENT AND SERVICES PRICE                 |                  |

### TABLE A.5 - YOUNGS MOUNTAIN PRICE SUMMARY

TABLE A.2 provides a summary of the Geo-Diverse Prime Site equipment and services.

| System Equipment                              | Discounted Price |
|---|------------------|
| Antennas and Associated Equipment (list each) |                  |
| Engineering Services                          |                  |
| Project Management                            |                  |
| Installation Services                         |                  |
| Other - specify                               |                  |
| <b>TOTAL PRICE</b>                            |                  |

**TABLE A.6 - LIFECYCLE SUPPORT ADDERS**

Table A.6 is for LIFECYCLE SUPPORT SERVICES. Pricing provided in table shall be for a renewed service contract assuming installation of items requested via the SOR document.

**Table A.6.A - DISPATCH SERVICE**

| Description                    | Services Price |
|--------------------------------|----------------|
| Dispatch Service for Year 2023 |                |
| Dispatch Service for Year 2024 |                |
| Dispatch Service for Year 2025 |                |
| Dispatch Service for Year 2026 |                |
| Dispatch Service for Year 2027 |                |
| Dispatch Service for Year 2028 |                |
| Dispatch Service for Year 2029 |                |
| Dispatch Service for Year 2030 |                |
| Dispatch Service for Year 2031 |                |
| Dispatch Service for Year 2032 |                |

**Table A.6.B - NETWORK EVENT MONITORING**

| Description                            | Services Price |
|--|----------------|
| Network Event Monitoring for Year 2023 |                |
| Network Event Monitoring for Year 2024 |                |
| Network Event Monitoring for Year 2025 |                |
| Network Event Monitoring for Year 2026 |                |
| Network Event Monitoring for Year 2027 |                |
| Network Event Monitoring for Year 2028 |                |
| Network Event Monitoring for Year 2029 |                |
| Network Event Monitoring for Year 2030 |                |
| Network Event Monitoring for Year 2031 |                |
| Network Event Monitoring for Year 2032 |                |

**Table A.6.C - NETWORK SECURITY MONITORING**

| Description                               | Services Price |
|---|----------------|
| Network Security Monitoring for Year 2023 |                |
| Network Security Monitoring for Year 2024 |                |
| Network Security Monitoring for Year 2025 |                |
| Network Security Monitoring for Year 2026 |                |
| Network Security Monitoring for Year 2027 |                |
| Network Security Monitoring for Year 2028 |                |
| Network Security Monitoring for Year 2029 |                |
| Network Security Monitoring for Year 2030 |                |
| Network Security Monitoring for Year 2031 |                |
| Network Security Monitoring for Year 2032 |                |

**Table A.6.D - TECHNICAL SUPPORT**

| Description                     | Services Price |
|---------------------------------|----------------|
| Technical Support for Year 2023 |                |
| Technical Support for Year 2024 |                |
| Technical Support for Year 2025 |                |
| Technical Support for Year 2026 |                |
| Technical Support for Year 2027 |                |
| Technical Support for Year 2028 |                |
| Technical Support for Year 2029 |                |
| Technical Support for Year 2030 |                |
| Technical Support for Year 2031 |                |
| Technical Support for Year 2032 |                |

**Table A.6.E - INFRASTRUCTURE REPAIR W/ADVANCED REPLACEMENT**

| Description   | Services Price |
|---|----------------|
| Infrastructure Repair w/Adv Replacement for Year 2023 |                |
| Infrastructure Repair w/Adv Replacement for Year 2024 |                |
| Infrastructure Repair w/Adv Replacement for Year 2025 |                |
| Infrastructure Repair w/Adv Replacement for Year 2026 |                |

**TABLE A.6 - LIFECYCLE SUPPORT ADDERS**

|   |  |
|---|--|
| Infrastructure Repair w/Adv Replacement for Year 2027 |  |
| Infrastructure Repair w/Adv Replacement for Year 2028 |  |
| Infrastructure Repair w/Adv Replacement for Year 2029 |  |
| Infrastructure Repair w/Adv Replacement for Year 2030 |  |
| Infrastructure Repair w/Adv Replacement for Year 2031 |  |
| Infrastructure Repair w/Adv Replacement for Year 2032 |  |
|   |  |

**Table A.6.F - SECURITY UPDATE SERVICES**

| Description                            | Services Price |
|--|----------------|
| Security Update Services for Year 2023 |                |
| Security Update Services for Year 2024 |                |
| Security Update Services for Year 2025 |                |
| Security Update Services for Year 2026 |                |
| Security Update Services for Year 2027 |                |
| Security Update Services for Year 2028 |                |
| Security Update Services for Year 2029 |                |
| Security Update Services for Year 2030 |                |
| Security Update Services for Year 2031 |                |
| Security Update Services for Year 2032 |                |
|  |                |

**Table A.6.G - ONSITE INFRASTRUCTURE REPAIR W/PREVENTIVE**

| Description                            | Services Price |
|--|----------------|
| OnSite 7x24 Support w/PM for Year 2023 |                |
| OnSite 7x24 Support w/PM for Year 2024 |                |
| OnSite 7x24 Support w/PM for Year 2025 |                |
| OnSite 7x24 Support w/PM for Year 2026 |                |
| OnSite 7x24 Support w/PM for Year 2027 |                |
| OnSite 7x24 Support w/PM for Year 2028 |                |
| OnSite 7x24 Support w/PM for Year 2029 |                |
| OnSite 7x24 Support w/PM for Year 2030 |                |
| OnSite 7x24 Support w/PM for Year 2031 |                |
| OnSite 7x24 Support w/PM for Year 2032 |                |
|  |                |

**Table A.6.H - NETWORK UPDATES (SUA)**

| Description                   | Services Price |
|-------------------------------|----------------|
| Network Updates for Year 2023 |                |
| Network Updates for Year 2024 |                |
| Network Updates for Year 2025 |                |
| Network Updates for Year 2026 |                |
| Network Updates for Year 2027 |                |
| Network Updates for Year 2028 |                |
| Network Updates for Year 2029 |                |
| Network Updates for Year 2030 |                |
| Network Updates for Year 2031 |                |
| Network Updates for Year 2032 |                |
|                               |                |

**Table A.6.I - INFRASTRUCTURE REPAIR W/ADV REPLACEMENT**

| Description  | Services Price |
|--|----------------|
| Infrastructure Repair w/Advanced Replacement for Year 2023 |                |
| Infrastructure Repair w/Advanced Replacement for Year 2024 |                |
| Infrastructure Repair w/Advanced Replacement for Year 2025 |                |
| Infrastructure Repair w/Advanced Replacement for Year 2026 |                |
| Infrastructure Repair w/Advanced Replacement for Year 2027 |                |
| Infrastructure Repair w/Advanced Replacement for Year 2028 |                |
| Infrastructure Repair w/Advanced Replacement for Year 2029 |                |
| Infrastructure Repair w/Advanced Replacement for Year 2030 |                |

| TABLE A.6 - LIFECYCLE SUPPORT ADDERS                       |  |
|--|--|
| Infrastructure Repair w/Advanced Replacement for Year 2031 |  |
| Infrastructure Repair w/Advanced Replacement for Year 2032 |  |
|  |  |

**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 and Allen Cress  
**DATE:** 4/22/22  
**SUBJECT:** Carolina Recording Services Upgrade Contract

---

Rowan County is working with Carolina Recording to bring our 9-1-1 recording solution up to its newest version. The total cost of this upgrade is \$75,876.75.

Attached Contract with Carolina Recording.

Board of Commissioners authorize the County Manager to enter into a contract with Carolina Recording for a services upgrade to the 9-1-1 recording solution not to exceed \$75,876.75.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| contract           | 4/22/2022          | Cover Memo  |



**ROWAN COUNTY CONTRACT MEMORANDUM**

**TO:** Aaron Church, Rowan County Manager  
**FROM:** Allen Cress  
**DEPT:** Emergency Services 9-1-1 Division  
**DATE:** 04/22/2022  
**SUBJECT:** Carolina Recording Services Upgrade

---

**PURPOSE OF CONTRACT:**

To bring our 9-1-1 recording solution up to its newest version.

**CONTRACT CERTIFICATION**

***By submitting this memorandum, I agree that I have:***

- 1. Read and understand the terms of the contract.***
- 2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.***
- 3. I have secured and attached in MUNIS the Certificate of Insurance.***

*Allen Cress*

04/22/2022

---

**Signature of Director**

---

**DATE**



## Rowan County E-911 - Eventide 740DX Upgrade

CRS Quote # 000399

## Prepared For

Rowan County E-911  
Valued Partner  
1090 Corporate Center Drive  
Salisbury, NC 28146

This quote has not been approved.  
Please review and sign below.

## Prepared By

Vic Williams  
Sr. Account Manager  
Direct: (252) 333-1111  
vic.williams@crsnc.com

## 1. Your Proposal

Download and review your PDF document here:



## Your Active Quotes:

000399 Rowan County E-911 - Eventide 740DX Upgrade

## 2. Review and Select Your Options

## Your Available Options

Recorder

Motorola Astro P25 AIS

Peripherals

Installation Services

Shipping

Pricing Concession

| Quote Summary                       |                                 | One-Time      |
|-------------------------------------|---------------------------------|---------------|
| <input checked="" type="checkbox"/> | Recorder Subtotal               | \$63,890.00   |
| <input checked="" type="checkbox"/> | Motorola Astro P25 AIS Subtotal | \$97,980.00   |
| <input checked="" type="checkbox"/> | Peripherals Subtotal            | \$4,895.00    |
| <input checked="" type="checkbox"/> | Installation Services Subtotal  | \$7,500.00    |
| <input checked="" type="checkbox"/> | Shipping Subtotal               | \$350.00      |
| <input checked="" type="checkbox"/> | Pricing Concession Subtotal     | (\$98,738.25) |
|                                     | Subtotal                        | \$75,876.75   |
|                                     | Total Amount                    | \$75,876.75   |

Update Options

## Comments or question

If you have any comments or questions on this quote, please feel free to enter them here. Your comment will be logged and emailed to vic.williams@crsnc.com.

Submit Question / Comment

## 3. Approval

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## Installation Considerations:

Customer's radio, telephone, and CAD vendors should provide the proper inputs, identified and terminated within 6 feet of the recorder's physical location. Customer is responsible for insuring the necessary 3rd party licensing. Installation and integration work is completed by its other vendors.

Order Remittance: Please approve orders online via the provided secure link or email Purchase Orders to orders@crsnc.com.

☐ I accept the above conditions

E-Signature

Your Initials:

Your Email Address:

allen.cress@rowancountync.gov

Purchase Order Number:

Contract # 22485

Sign Here:

X

County Manager

Clear Signature

Please fill out the required fields above and check 'I accept the above conditions'

Accept Order

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



This page was created using Order Porter technology by ConnectWise, Inc. © 2020 ConnectWise, Inc.



We have prepared a quote for you

**Rowan County E-911 - Eventide 740DX Upgrade**

Quote # 000399

Version 1

Prepared for:

**Rowan County E-911**

Valued Partner

[allen.cress@rowancountync.gov](mailto:allen.cress@rowancountync.gov)

---

Thursday, February 03, 2022

Rowan County E-911  
Valued Partner  
1090 Corporate Center Drive  
Salisbury, NC 28146  
allen.cress@rowancountync.gov

Dear Valued,

We are excited to submit to Rowan County E-911, the enclosed proposal for a communication recording system. The contents of this proposal represent a customized recording solution, designed to meet and exceed your unique requirements. The Carolina Recording Systems (CRS) team is passionate about providing you with excellent customer service and support throughout the design, implementation and support lifecycle.

CRS has been in business for over 20 years supporting the recording needs of mission-critical call centers. Our dedicated team of Recording Systems Specialists are focused on designing, implementing and supporting recording solutions for our customers that require 24x7x365 recording capabilities. When partnering with CRS, we hope you will experience a level of responsiveness and professionalism that far exceeds any provider in our industry.

Thank you for the opportunity you have given us to earn your trust with this important initiative. We look forward to working with Rowan County E-911, as your long-term recording system service provider and partner. If you have any questions regarding this proposal, our service or company, please don't hesitate to let us know.

Respectfully,



Vic Williams  
Sr. Account Manager  
CRS / Carolina Recording Systems, LLC

---

## ABOUT US

### CAROLINA RECORDING SYSTEMS, LLC

CRS is a leading managed service provider of mission-critical communication recording systems. Operating since 2001, we pride ourselves in providing reliable products designed specifically to exceed the needs and requirements of mission-critical call centers. We currently provide support for over 220 customers that include PSAPs, hospitals, colleges & universities, airports, utilities, transit and manufacturing organizations.

Knowing the importance of personal relationships, customer service and accessibility, our primary focus is being a high touch service provider to fill a void we see in our industry where quick response is lacking. We continue to build our team of both remote and onsite Recording System Specialists, even as others follow the trend of diminishing that support. Our strategically located full-time Recording Systems Specialists provide comprehensive on-site implementation, service and training. Although we believe there is no substitute for on-site visits, we do have a dedicated team of Recording System Support Specialists focused on resolving issues that can be resolved quicker remotely.

Our increasing success as a managed services partner is attributed to our company's ability to:

- Maintain 100% focus on designing, implementing and supporting communication recording systems designed specifically for mission-critical call centers
- Equipping and training our team of Recording Systems Specialists to be the most knowledgeable in our industry
- Responding quickly and providing 24x7x365 remote or onsite support
- Developing partnerships with our customers to serve and support their unique requirements

Our customers tell us that we are the **most responsive** and **professional** of their critical systems vendors. Our customers require the recording of mission critical communications 24x7x365 and they rely on our team to ensure it works. We are able to support this because we have **more certified Recording System Specialists** in the Southeast than any other vendor.

---

## EXECUTIVE SUMMARY

### RECORDING SYSTEM

To fulfill the recording requirements of Rowan County E-911, we are proposing the Eventide NexLog DX communications recording system. Eventide invented the first digital communications recorder in 1989 and has over 7,000 communications recorders in service. Eventide supports diverse recording system requirements for corporate call centers, NORAD, nuclear submarines, NASA, maximum security prisons, air traffic control, and 9-1-1 call centers throughout the world. As technology continues to evolve, Eventide continues its tradition of combining unmatched ease-of-use with mission-critical reliability.

Eventide's NexLog DX mission-critical communications recording systems reliably capture, store, protect, reproduce, and help you manage important interactions and critical data. The NexLog DX recording systems have been designed to help you securely document, retrieve, and export incidents, comply with regulations, and improve your facility's operations and security.

## SOLUTION

### DESIGN INFORMATION

The Eventide NexLog DX is a purpose-built Linux operating system configured with multiple levels of resilience, including dual hot- swap redundant power supplies, redundant hard disk drives, redundant network capability (via NIC bonding), and multiple choices for archive redundancy and network archiving to another NexLog recorder. **Eventide's recording systems are designed, assembled, tested and supported exclusively in the USA.**

Configuration, playback, retrieval, incident management, and exporting is accessed via a secured web interface. The web-based application eliminates the need for local software to be installed. The system can also be accessed over a VPN without the need to install additional software, creating a simplified PC deployment process.

A multi-tier security system controls user access based on role and channel assignments. Password policy options include complexity enforcement, automatic aging, change reminders, expiration, and lock-out. System access can also be controlled by an SMB share or active directory. In addition, each user's access and actions are audited and available for review.

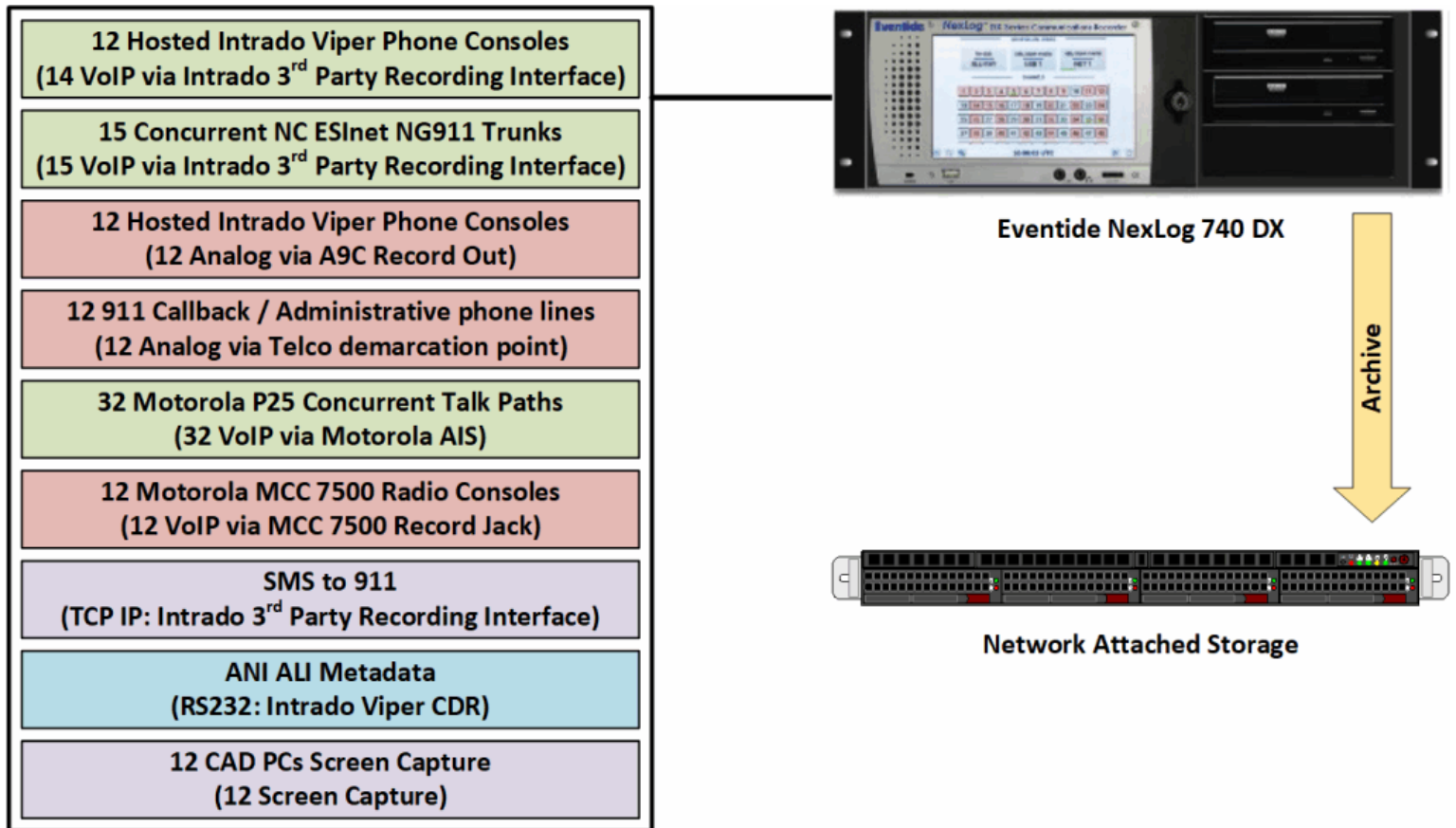
The proposed NexLog DX recorder is equipped with RAID array storage that combines multiple hard disks into a logical drive for redundancy and increased performance. In the event of a drive failure, the logical drive is not affected. Data integrity and recording functions are unaffected and redundancy is automatically restored once the failed component is replaced.

To meet the recording needs for Rowan County E-911, our solution has been crafted to provide the highest level of redundancy, security, and usability.



## ARCHITECTURE

### HIGH LEVEL DIAGRAM



---

## SCOPE

### STATEMENT OF WORK

CRS will complete the following steps for Rowan County E-911:

- Conduct an initial project kickoff and site walkthrough to define physical recorder installation and structure cabling details and requirements
- Document critical technical details required to complete recorder configuration such as TCP/IP addresses, system hostname, NTP server, channel definition and requirements, etc.
- Insert appropriate recording solution hardware and apply licenses.
- Complete NexLog DX system burn-in and staging for recorder(s) to ensure no immediate component failure.
- Complete NAS system burn-in and staging, if purchased, to ensure no immediate component failure.
- Configure basic recording solution system parameters as a part of the system staging process for recorder(s).
- Transport the recording solution to the Rowan County E-911 communications data center for onsite staging.
- Mount new 66 blocks and run new analog cabling.
- Rack and power the NexLog DX and NAS within their respective data center locations.
- Configure advanced recording solution system parameters required for radio, phone and CAD integration for recorder(s).
- Install screen agents onto CAD systems for agent desktop recording for recorder(s).
- Conduct end user training as needed by Rowan County E-911 personnel.

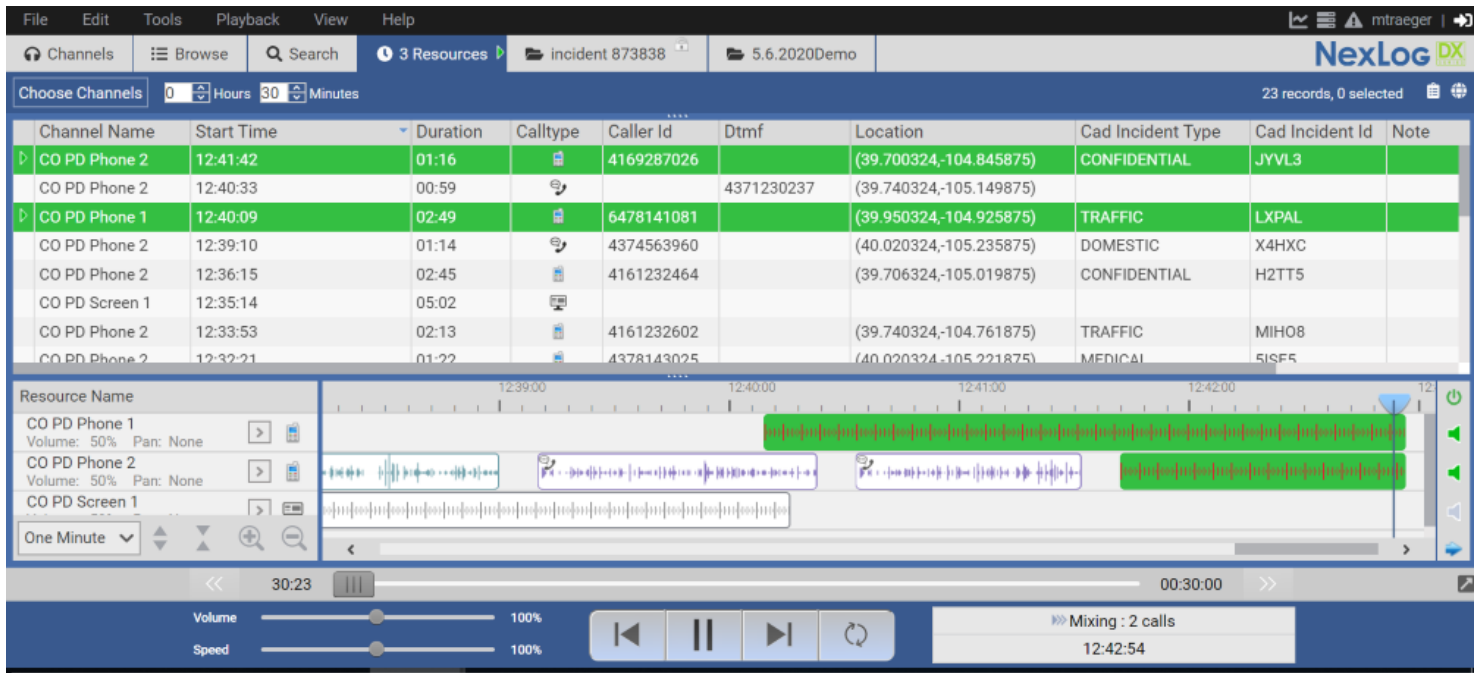
In addition to completing the above steps as a part of the recording solution implementation, CRS will provide a dedicated project manager to ensure consistent project status communication and on-time, on budget project delivery.

## STANDARD FEATURES

### MEDIAWORKS PLUS

**MediaWorks Plus** is a browser-based software which provides a comprehensive set of easy-to-use tools for search, replay, instant recall, incident reconstruction and call export. Capabilities include live call monitoring, multi-parameter search, multiple-call replay via graphical time-line with pan/zoom, waveform displays, variable-speed replay, drag and drop into incident tabs, call notes, text annotations, redaction, obfuscation, and protection. The incident reconstruction software helps users quickly find and export recordings via email, DVD or Blu-Ray.

MediaWorks Plus gives a system administrator the easy-to-use capability for defining customized groups, users and channels through mouse click functionality. Carolina Recording Systems will also initially assist in the customized set up of the desired groupings during the installation process.



The screenshot displays the NexLog DX software interface. At the top, there is a menu bar with options: File, Edit, Tools, Playback, View, and Help. Below the menu bar, a status bar shows '3 Resources' and 'incident 873838'. The main window is divided into several sections. On the left, there is a 'Choose Channels' section with a dropdown menu set to '0' and a time range of '0 Hours 30 Minutes'. The central part of the window contains a table with columns: Channel Name, Start Time, Duration, Calltype, Caller Id, Dtmf, Location, Cad Incident Type, Cad Incident Id, and Note. The table lists several records, including 'CO PD Phone 2' and 'CO PD Phone 1'. Below the table, there is a 'Resource Name' section with a list of resources: 'CO PD Phone 1', 'CO PD Phone 2', and 'CO PD Screen 1'. The bottom section of the interface features a playback window with a timeline, volume and speed sliders, and playback controls (play, pause, stop, and a 'Mixing : 2 calls' button).

| Channel Name   | Start Time | Duration | Calltype | Caller Id  | Dtmf       | Location                | Cad Incident Type | Cad Incident Id | Note |
|----------------|------------|----------|----------|------------|------------|-------------------------|-------------------|-----------------|------|
| CO PD Phone 2  | 12:41:42   | 01:16    |          | 4169287026 |            | (39.700324,-104.845875) | CONFIDENTIAL      | JYVL3           |      |
| CO PD Phone 2  | 12:40:33   | 00:59    |          |            | 4371230237 | (39.740324,-105.149875) |                   |                 |      |
| CO PD Phone 1  | 12:40:09   | 02:49    |          | 6478141081 |            | (39.950324,-104.925875) | TRAFFIC           | LXPAL           |      |
| CO PD Phone 2  | 12:39:10   | 01:14    |          | 4374563960 |            | (40.020324,-105.235875) | DOMESTIC          | X4HXC           |      |
| CO PD Phone 2  | 12:36:15   | 02:45    |          | 4161232464 |            | (39.706324,-105.019875) | CONFIDENTIAL      | H2TT5           |      |
| CO PD Screen 1 | 12:35:14   | 05:02    |          |            |            |                         |                   |                 |      |
| CO PD Phone 2  | 12:33:53   | 02:13    |          | 4161232602 |            | (39.740324,-104.761875) | TRAFFIC           | MIH08           |      |
| CO PD Phone 2  | 12:32:21   | 01:22    |          | 4378143025 |            | (40.020324,-105.221875) | MEDICAL           | 5ISF5           |      |

P.O. Box 11311  
Charlotte, NC 28220  
www.crsnc.com  
(888) 661-0202



File Edit Tools Playback View Help

Channels Browse Search Instant Recall

Search Filters (1)

APR 2020  
S M T W T F S  
5 6 7 8 9 10 11  
12 13 14 15 16 17 18  
19 20 21 22 23 24 25  
26 27 28 29 30  
From 07:00:00 To 08:20:00  
Resources  
NC PD Phone 1  
NC PD Phone 2  
NC PD Radio 1  
NC PD Radio 2  
NC PD Text-911  
TG\_EMS  
TG\_FIRE  
TG\_PD1  
TG\_PD2  
TG\_PD3  
Geo-Fence  
SEARCH 7 Records

Results as of 2020-04-09 15:39:37 -04:00

| Source Name | Channel Name  | Start Time                 | Calltype | Duration | Radio Id | Radio Alias | Caller Id  | Location                | Cad Incident Id | Cad Incident T... | Note              | Protected | Has Note | Flag |
|-------------|---------------|----------------------------|----------|----------|----------|-------------|------------|-------------------------|-----------------|-------------------|-------------------|-----------|----------|------|
| NexLog      | CO PD Phone 2 | 2020-04-09 07:03:10 -04:00 |          | 02:44    | 3433     | B_Favre     | 6479281753 | (39.882324,-104.859875) | JQM1V           | DOMESTIC          | Injuries Reported | No        | Yes      |      |
| NexLog      | TG_PD1        | 2020-04-09 07:03:17 -04:00 |          | 00:05    | 5678     | H_Carson    |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD2        | 2020-04-09 07:03:22 -04:00 |          | 00:01    | 3433     | B_Favre     |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD1        | 2020-04-09 07:03:39 -04:00 |          | 00:05    | 3433     | B_Favre     |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD1        | 2020-04-09 07:03:52 -04:00 |          | 00:09    | 5968     | P_Simms     |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD2        | 2020-04-09 07:04:05 -04:00 |          | 00:10    | 4321     | P_Manning   |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD1        | 2020-04-09 07:04:15 -04:00 |          | 00:04    | 5678     | H_Carson    |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD1        | 2020-04-09 07:04:30 -04:00 |          | 00:08    | 5554     | B_Starr     |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD1        | 2020-04-09 07:04:55 -04:00 |          | 00:10    | 3877     | D_Marino    |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD2        | 2020-04-09 07:04:58 -04:00 |          | 00:03    | 9864     | B_Eslason   |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD1        | 2020-04-09 07:05:03 -04:00 |          | 00:05    | 3435     | J_Namath    |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD1        | 2020-04-09 07:05:10 -04:00 |          | 00:05    | 3877     | D_Marino    |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD2        | 2020-04-09 07:05:16 -04:00 |          | 00:10    | 5554     | B_Starr     |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD2        | 2020-04-09 07:05:46 -04:00 |          | 00:13    | 3433     | B_Favre     |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD2        | 2020-04-09 07:05:47 -04:00 |          | 00:05    | 3877     | D_Marino    |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD1        | 2020-04-09 07:05:59 -04:00 |          | 00:08    | 3877     | D_Marino    |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | CO PD Phone 2 | 2020-04-09 07:06:03 -04:00 |          | 01:14    |          |             | 4165426690 | (39.802324,-104.955875) | CQX1H           | CONFIDENTIAL      |                   | Yes       | No       |      |
| NexLog      | TG_PD1        | 2020-04-09 07:06:06 -04:00 |          | 00:10    | 9864     | B_Eslason   |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD1        | 2020-04-09 07:06:17 -04:00 |          | 00:10    | 9864     | B_Eslason   |            |                         |                 |                   |                   | No        | No       |      |
| NexLog      | TG_PD1        | 2020-04-09 07:06:04 -04:00 |          | 00:10    | 9864     | B_Eslason   |            |                         |                 |                   |                   | No        | No       |      |

Resource Name

CO PD Phone 1  
Volume: 50% Pan: None

CO PD Phone 2  
Volume: 50% Pan: None

TG\_PD1  
Volume: 50% Pan: None

TG\_PD2  
Volume: 50% Pan: None

Ten Seconds

00:03

01:14

CO PD Phone 2  
2020-04-09 07:06:05 -04:00

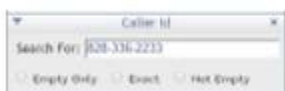
#### Secure Browser Based Playback

Securely access assigned resources via networked PCs using a variety of browsers.



#### Multi-Parameter Search

Finding recordings is quick and easy. Search by date/time, channel, resource, and any metadata.



#### Multi-Channel Graphical Time-Line

Quickly view the timing of recordings across any number of channels, and replay from the time-line.



**Flexible Playback Capabilities** Recordings may be replayed sequentially or mixed. Controls include itch-corrected adjustable speed, loop, skip forward/back, playback Automatic Gain Control and more.

#### Waveform Displays

You can visually determine the locations of audio content and silence within important recordings.



#### Text and Voice Annotations

Multiple text and voice annotations can be quickly added to recordings along the time-line, documenting the timing of important actions and events.



#### Metadata Display on the Call-View Grid

Easily customize which metadata fields are presented on the call-view grid. Recordings may be sorted (ascending or descending) using any of the displayed metadata columns.

**Instant Recall** The multi-channel Instant Recall tab helps call takers and dispatchers improve their accuracy and performance by quickly confirming what was said.

### Call Notes

You can quickly create a note that summarizes the important events within each recording.

| Channel Name | Start Time                  | Note                   |
|--------------|-----------------------------|------------------------|
| audio 1      | 2019-12-02 11:54:19 - 05:00 | Twice County Recording |

### Incident Tabs

Incident-related recording can be easily grouped together onto dedicated Incident Tabs. Incidents may be named, saved and recalled at a later date.

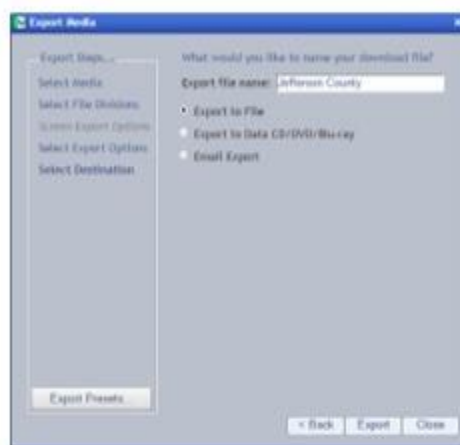
| Source Name | Channel No. | Start Time          |
|-------------|-------------|---------------------|
| 16.740246   | Console 05  | 2019-05-23 14:59:07 |
| 16.740246   | Console 06  | 2019-05-23 14:59:07 |
| 16.740246   | Console 07  | 2019-05-23 14:59:07 |
| 16.740246   | Console 08  | 2019-05-23 14:59:07 |
| 16.740246   | Console 09  | 2019-05-23 14:59:07 |
| 16.740246   | Console 10  | 2019-05-23 14:59:07 |
| 16.740246   | Console 11  | 2019-05-23 14:59:07 |
| 16.740246   | Console 12  | 2019-05-23 14:59:07 |
| 16.740246   | Console 13  | 2019-05-23 14:59:07 |
| 16.740246   | Console 14  | 2019-05-23 14:59:07 |
| 16.740246   | Console 15  | 2019-05-23 14:59:07 |
| 16.740246   | Console 16  | 2019-05-23 14:59:07 |

### Talking Date and Time

Spoken date and time can be enabled during replay and may be incorporated within exported media.

### Flexible Export and Email

The menu-driven export tool lets you quickly make copies of complete incidents or individual calls. Send via email or export to USB, CD, DVD or Blu-ray.



### Live Monitoring

Multi-channel live monitoring allows you to conveniently listen to calls as they are occurring.

| Channel Name       | Ch... | Live Mon... | Channel Status |
|--------------------|-------|-------------|----------------|
| screen 1           | 001   | 01          | Idle           |
| audio 1            | 002   | 01          | Recording      |
| this is position 1 | 003   | 01          | Idle           |
| audio 2            | 004   | 01          | Idle           |
| Audio 1            | 005   | 01          | Inactive       |
| Audio 2            | 006   | 01          | Inactive       |
| Channel 7          | 007   | 01          | Inactive       |
| Channel 8          | 008   | 01          | Inactive       |
| sky 1              | 009   | 01          | Inactive       |
| sky 2              | 010   | 01          | Inactive       |
| sky 3              | 011   | 01          | Inactive       |
| sky 4              | 012   | 01          | Inactive       |

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## SYSTEM STATUS NOTIFICATIONS

**System Status Notifications** are available in a variety of ways on the NexLog platform.

Administrators and Service Technicians can be notified by email, client interface, SNMP, and the 7" front panel display.

Numerous notifications options include, but are not limited to, channel inactivity, failure to record, unusual recording length, system disconnection, hard disk failure, process failure, and network disruption.

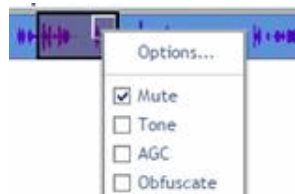
## IDENTITY PROTECTION

**Identity Protection** is available via the voice obfuscation and redaction tool.

It allows the user to modify and export recordings with silence, beep tones, and increased volume in the selections you choose.

It also allows the pitch of the dispatcher or caller's voice to be altered for privacy purposes.

The original call is left in its original, unaltered form for legal authenticity verification.

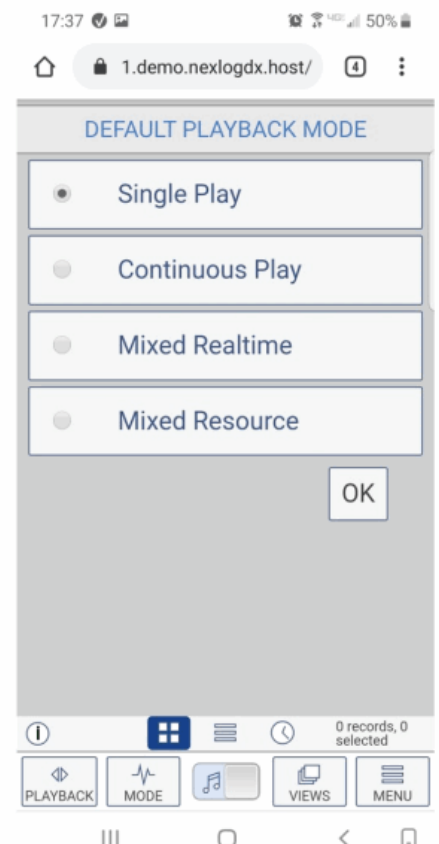
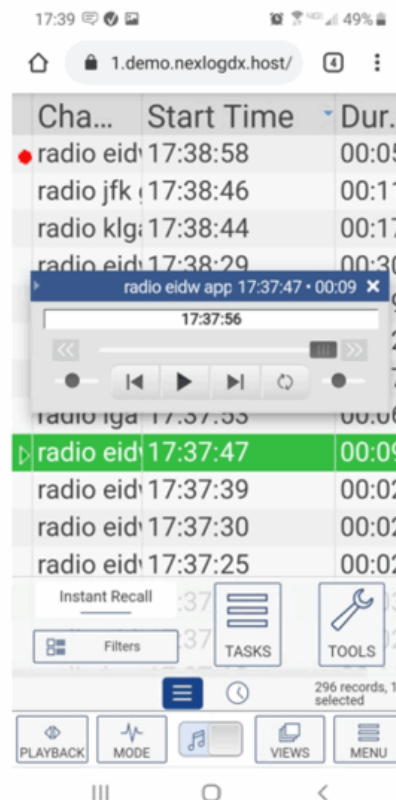




## AVAILABLE OPTIONS

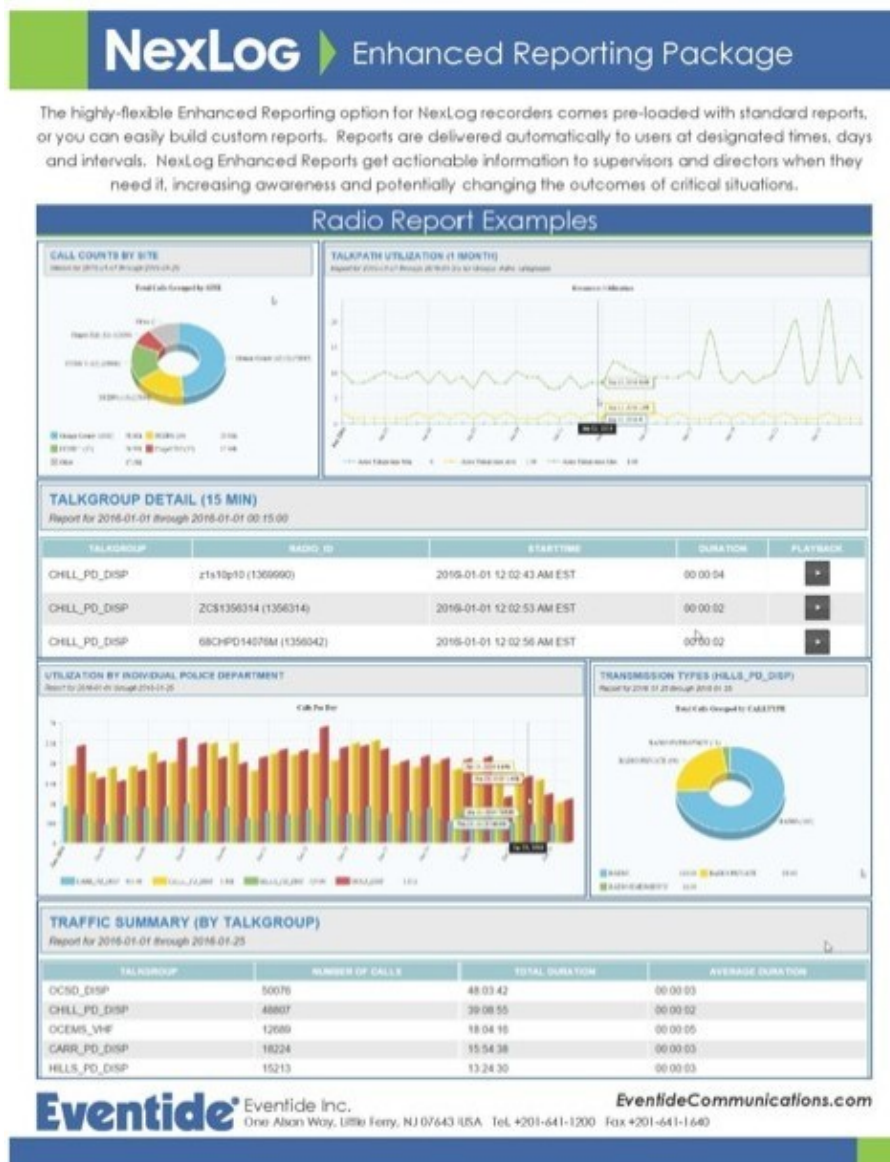
### MOBILE ACCESS (available for a fee)

**NexLog DX MediaWorks** for mobile devices is available for those that would benefit by having MediaWorks access through a mobile device. Mobile access is available on Windows tablets, Apple iPad, Apple iPhone, Android tablet or smartphone using Chrome, Safari, Firefox or IE9/10 web browsers. Mobile access does require secure network access to the NexLog recorder.



## ENHANCED REPORTING (available for a fee)

NexLog DX communications recording systems include customizable tabular and graphical reports that can be run at any time or scheduled for delivery. These daily, weekly, and monthly reports provide managers with valuable information about call volumes, channel activity and other information collected on the recording system.



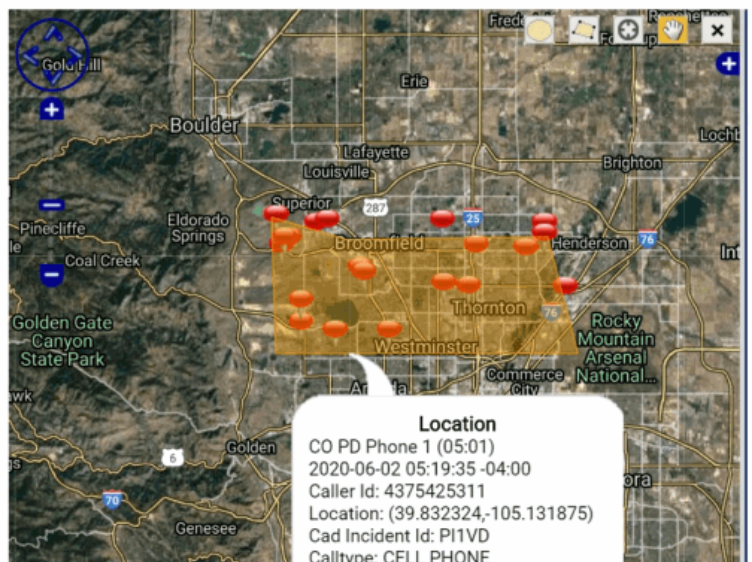
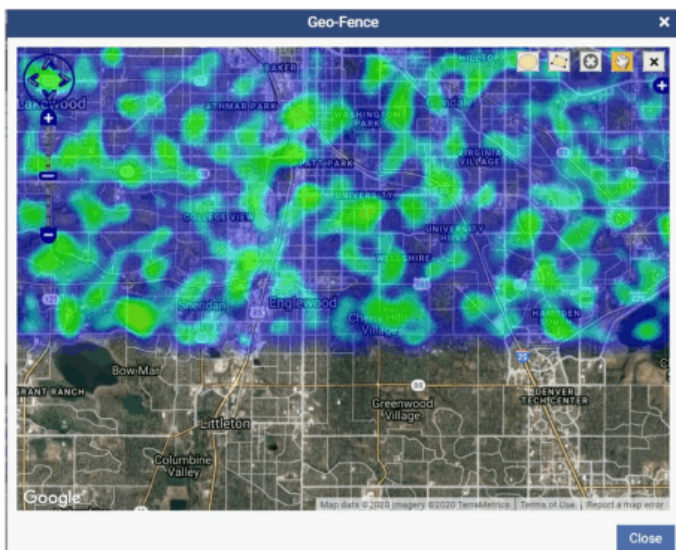
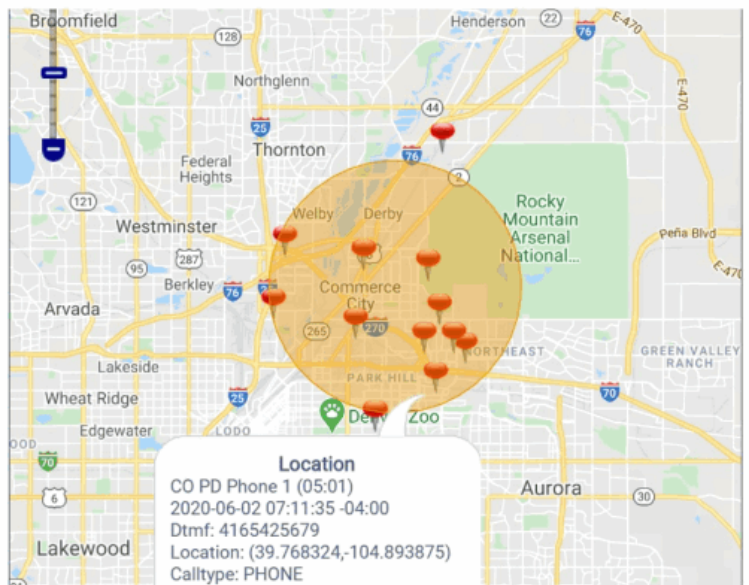
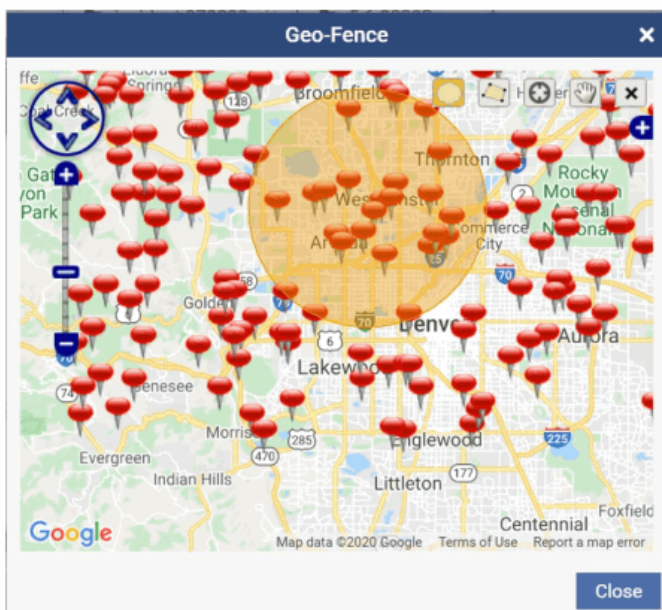
**Eventide** Eventide Inc.  
One Alan Way, Little Ferry, NJ 07643 USA Tel: +201-641-1200 Fax: +201-641-1640

EventideCommunications.com

### GEO-FENCE SEARCH (available for a fee)

The Geo-Fence search feature utilizes Google Maps and allows searching by a polygonal geographic area or circular radius. All calls/radio transmissions with a latitude/longitude can be displayed in real time on a heat/saturation map.

Local proprietary maps can be added/utilized as well, for an additional fee.



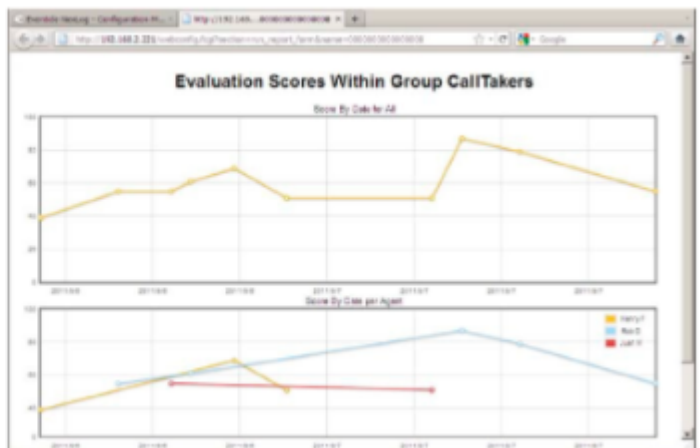
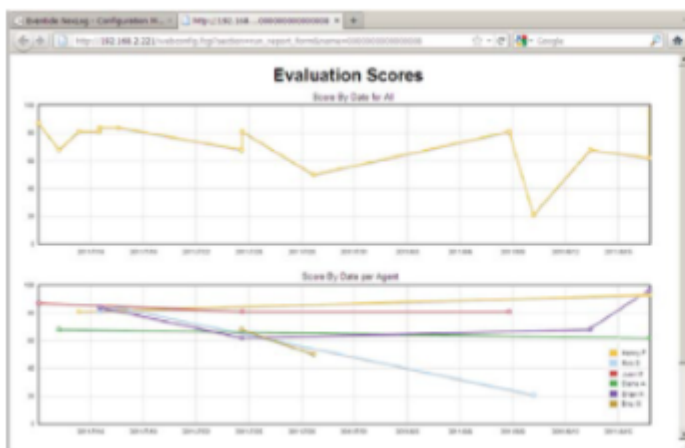
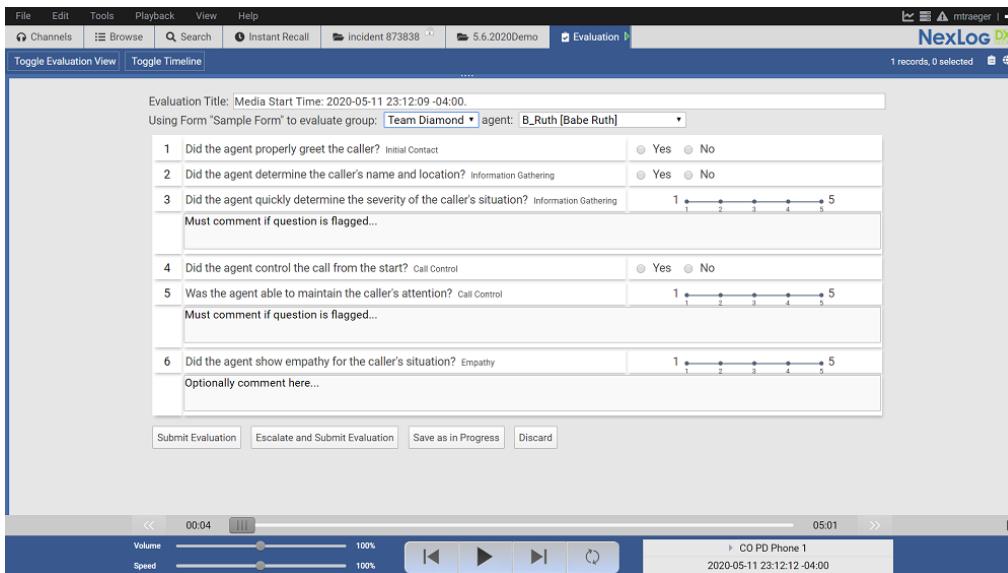


## QUALITY FACTOR (available for a fee)

**Quality Factor** is a customizable call evaluation and reporting tool that helps managers evaluate and quantify call taker proficiency in specific areas of performance related to a communication center. Quality Factor can help answer the following questions:

- How are your dispatchers and call takers performing?
- What training should you offer them?
- Who are your stars? Who needs help?

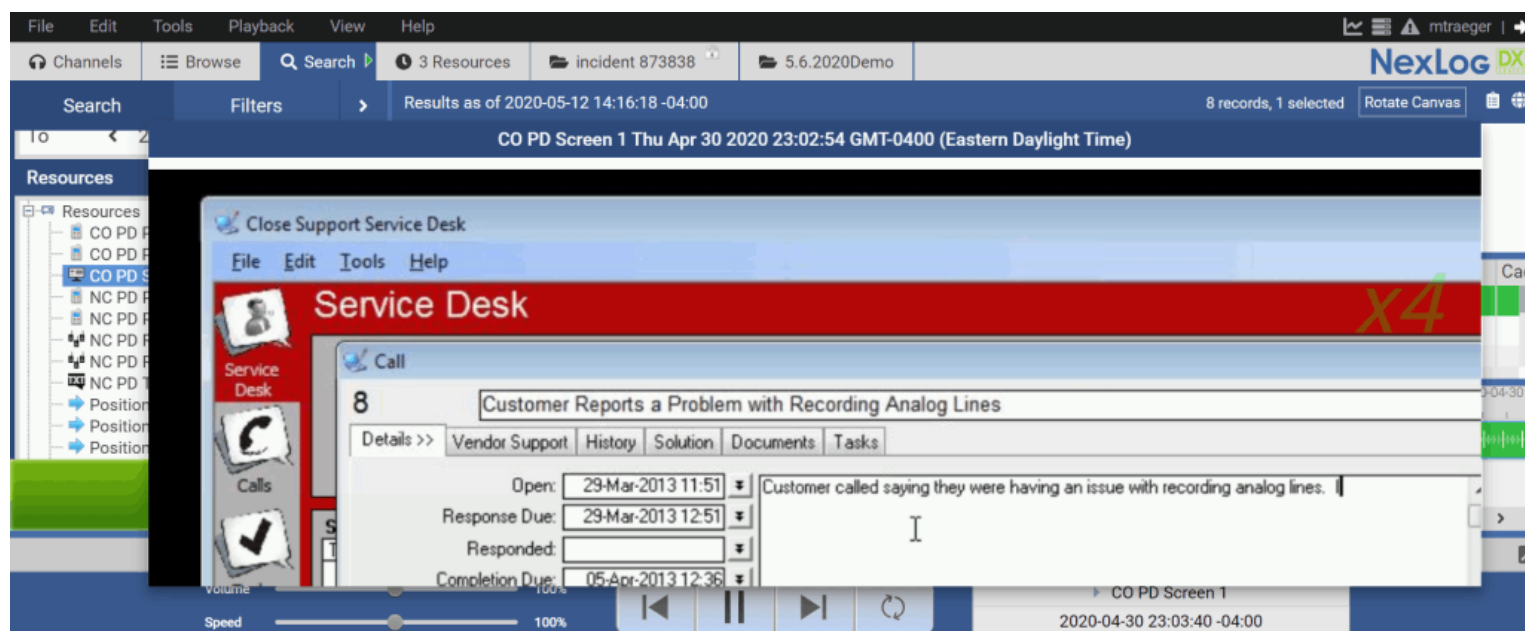
Quality Factor helps focus on areas that need improvement, provide analytical support data to bolster budgetary requests, and address citizen or government quality/performance inquiries.



## SCREEN RECORDING (included in total)

**Screen Recording** is an option that can capture all workstation activity.

The recordings are centrally archived on the primary NexLog DX recorder and can be viewed in real time along with the calls for training, technical support, incident recreation, and exporting. Our customers have found this option provides a more complete picture and eliminates the “he said, she said” dilemma in a call center.



### TEXT TO 9-1-1 (included in total)

The advancement of NG911 services has increased the viability for **Text to 9-1-1** services through SMS communication. Eventide currently supports the recording of text feeds from platforms such as CallWorks, Solacom, Vesta, Viper and Zetron.

Metadata

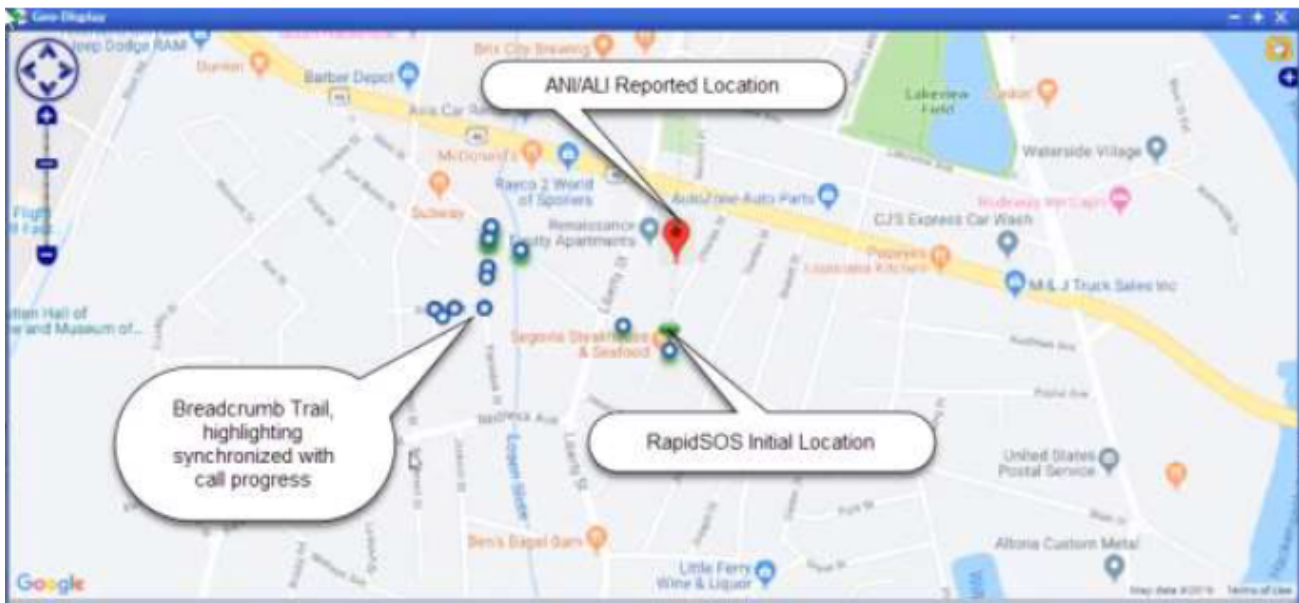
This is a test help message.  
2019-07-26 14:11:50 -04:00

You have reached County A 9-1-1. What is the nature of your emergency?  
2019-07-26 14:11:55 -04:00

Please send an ambulance to 123 Fake St.  
2019-07-26 14:12:00 -04:00

### [RAPIDSOS \(available for a fee\)](#)

NexLog recorders support the integration of **RapidSOS** location data with the related 911 call recordings. MediaWorks PLUS software can be enabled so that RapidSOS-supplied location data can be viewed after the handling of a 911 call. The result is a recreation of the location progress on a map in synchronization with the 911 call audio.





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#### CAD INTEGRATIONS (available for a fee)

NexLog DX recorders support the integration with several different CAD manufacturers that integrates certain CAD information with the related 911 call recording. Eventide currently supports the CAD integrations with manufacturers such as Tyler Technologies New World, Southern Software, Central Square and Motorola-Spillman.

#### BROADCASTIFY INTEGRATION (available for a fee)

Eventide NexLog740/840 and NexLog DX-Series recording systems can support streaming one or more recorded streams to a feed on <https://www.broadcastify.com/> Licensing is on a per-stream basis, and a stream can contain one or more recorded resources/talkgroups.

#### PRIORITY DISPATCH INTEGRATION (available for free as an option)

Priority Dispatch's AQUA Evolution product can now integrate directly with the Eventide NexLog DX-Series recorders, allowing the users to access and replay recordings directly from the AQUA user interface. The combination of Eventide's NexLog DX-Series recording solutions and Priority Dispatch's AQUA Evolution software empowers users with a powerful and efficient combination for recording, quality assurance, and standards compliance.

## LETTER OF CERTIFICATION



January 1, 2021

To: Whom it may concern:

Subject: Eventide Inc. Fully Certified Factory Trained Sales & Service Center

Eventide Inc. has certified **Carolina Recording Systems** as a fully authorized Eventide **factory trained sales and service center** for the region covering North Carolina, South Carolina, West Virginia, Virginia, Tennessee & Maryland. As such, superior sales support and after sales service support can be guaranteed.

**Carolina Recording Systems** is the **only company** in this region to receive this certification from Eventide.

Cordially,



Gordon Moore  
General Manager  
Eventide Inc.

Copy:  
Byron Burns  
Manager  
Carolina Recording Systems  
Ph: (704) 578-8025  
Fax: (888) 776-0201  
[byron.burns@crsnc.com](mailto:byron.burns@crsnc.com)

**EVENTIDE INC.** • One Alsan Way • Little Ferry, NJ 07643-1001 • USA  
☎ 201.641.1200 • fax 201.641.1640 • 🌐 [www.eventide.com](http://www.eventide.com) • 📧 [loggers@eventide.com](mailto:loggers@eventide.com)

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## ASTRO 25 Considerations

### AIS Procured Equipment

In addition to the quoted Eventide licensing, the ASTRO 25 recording solution requires the following items that will need to be procured from Motorola:

- MCC 7500 Archive Interface Server (AIS)
- MCC 7500 Voice Processing Module (VPM)
- Motorola Control Room Firewall

Each AIS and VPM combination is limited to 120 concurrent talkpaths and up to 256 talkgroups that can be recorded. If a site has more than 256 groups that they may need recorded, they will need more than one AIS, VPM, and integration license to accommodate.

## Recorder

| Product Details          |   | Quantity | Unit Price | Ext. Price  |
|--------------------------|---|----------|------------|-------------|
| NexLog740DX              | <b>NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager.</b><br><br>Audio controls & amplified speaker on front panel, dual hot-swap 120-240VAC 50/60Hz power supplies and first-year hardware warranty.<br><br><b>Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software &amp; Security</b> | 1        | \$7,995.00 | \$7,995.00  |
| DX701                    | <b>Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX</b>   | 1        | \$1,595.00 | \$1,595.00  |
| DX730                    | <b>Standard NexLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)</b>   | 1        | \$0.00     | \$0.00      |
| 324430                   | <b>Rack Mount Slides - 4 Post, 3U (for NexLog 740DX)</b>  | 1        | \$360.00   | \$360.00    |
| DX712                    | <b>Upgrade NexLog 740 DX-Series (at time of order) to 4x4TB HotSwap RAID5=12TB storage</b>  | 1        | \$6,190.00 | \$6,190.00  |
| Channel/Network Card(s)  |   |          |            |             |
| DXANA16                  | <b>16-Channel Analog PCIe (PCI Express) Card, 16 Ch. Licenses</b>   | 1        | \$4,000.00 | \$4,000.00  |
| DXANA24                  | <b>24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses</b>   | 1        | \$6,000.00 | \$6,000.00  |
| 109033-003               | <b>Quick Install Kit (9 ft. Amphenol Cable + "66" Block)</b>  | 2        | \$220.00   | \$440.00    |
| DX755                    | <b>Quad Port 100/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)</b>  | 1        | \$1,440.00 | \$1,440.00  |
| DX750                    | <b>24 port GPIO PCI Card/Cable Kit, non-isolated (for NexLog 740 DX-Series recorder only)</b>   | 1        | \$1,295.00 | \$1,295.00  |
| VoIP Licensing           |   |          |            |             |
| 271052                   | <b>Internal IP Recorder with First 8 G.711 Channels</b>   | 1        | \$3,850.00 | \$3,850.00  |
| 271035                   | <b>Additional Internal IP G.711 8-Channel license pack</b>  | 7        | \$1,750.00 | \$12,250.00 |
| Integrations             |   |          |            |             |
| 209029                   | <b>911 NENA ANI/ALI CAD Spill Integration - USA/Canada only</b>   | 1        | \$3,495.00 | \$3,495.00  |
| 271083                   | <b>8 pack MediaWorks DX (web) concurrent license</b>  | 2        | \$995.00   | \$1,990.00  |
| Screen Recording Options |   |          |            |             |

## Recorder

| Product Details           |   | Quantity | Unit Price       | Ext. Price         |
|---------------------------|---|----------|------------------|--------------------|
| 271070                    | Windows Screen Recording (First 5 PCs on recorder)                      | 1        | \$2,500.00       | \$2,500.00         |
| 271076                    | Windows Screen Recording (5 additional PCs on recorder)                 | 2        | \$500.00         | \$1,000.00         |
| Intrado/VIPER Integration |   |          |                  |                    |
| 271139                    | Eventide Interface license (audio) for West VIPER 911 IP/SPAN Recording | 1        | \$2,495.00       | \$2,495.00         |
| 271171                    | SMS Recording Enabler for IP channels (for West VIPER, Emergitech)      | 1        | \$1,995.00       | \$1,995.00         |
| DX905                     | Intrado VIPER Enhanced CDR Integration                                  | 1        | \$5,000.00       | \$5,000.00         |
|                           |   |          | <b>Subtotal:</b> | <b>\$63,890.00</b> |

## Motorola Astro P25 AIS

| Product Details |  | Quantity | Unit Price       | Ext. Price         |
|-----------------|--|----------|------------------|--------------------|
| 271141          | Mandatory license fee for Initial Astro System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)         | 1        | \$54,995.00      | \$54,995.00        |
| 271142          | Mandatory license fee for Initial Astro System Release - for same end-customer, PER EACH AIS BEYOND FIRST AIS (Non-Discountable; must be pre-paid) | 1        | \$12,495.00      | \$12,495.00        |
| 209220          | Integration to Motorola ASTRO 25 system - Initial ASTRO version - SINGLE AIS   | 1        | \$14,995.00      | \$14,995.00        |
| 209221          | Integration to Motorola ASTRO 25 system - Initial ASTRO version - per ADD'L AIS  | 1        | \$5,995.00       | \$5,995.00         |
| 324720          | DVSI 2-Port USB Decoder Unit (for P25, DMR, MOTOTRBO, NXDN) - Max 8  | 2        | \$3,000.00       | \$6,000.00         |
| 115015          | Mandatory Remote Install Prep for P25 or TETRA; (Non-Discountable; must be pre-paid)   | 1        | \$3,500.00       | \$3,500.00         |
|                 |  |          | <b>Subtotal:</b> | <b>\$97,980.00</b> |

## Peripherals

| Product Details  | Quantity | Unit Price | Ext. Price |
|--|----------|------------|------------|
| NAS-25512 <b>Network Attached Storage Server: 1U Rack Mount, 12TB Hot Swap RAID 5, Windows Server 2019, Intel Xeon CPU, 32GB RAM, Redundant PSU, Redundant Network</b> | 1        | \$4,895.00 | \$4,895.00 |

**Subtotal: \$4,895.00**

## Installation Services

| Product Details  | Quantity | Unit Price | Ext. Price |
|--|----------|------------|------------|
| INSTALL <b>Services include pre-installation site survey, installation, configuration, testing and unlimited training.</b> | 1        | \$7,500.00 | \$7,500.00 |

**Subtotal: \$7,500.00**

## Shipping

| Product Details                                   | Quantity | Unit Price | Ext. Price |
|---|----------|------------|------------|
| MAN S&H <b>Manufacturer Shipping and Handling</b> | 2        | \$175.00   | \$350.00   |

**Subtotal: \$350.00**

## Pricing Concession

| Product Details  | Quantity | Unit Price    | Ext. Price    |
|--|----------|---------------|---------------|
| DISCOUNT <b>License Transfer Discount - Motorola Astro P25 AIS</b> | 1        | (\$91,980.00) | (\$91,980.00) |
| DISCOUNT <b>License Upgrade Discounts -- From SN 840000141</b>     | 1        | (\$6,758.25)  | (\$6,758.25)  |

**Subtotal: (\$98,738.25)**

## Rowan County E-911 - Eventide 740DX Upgrade

### Prepared by:

**CRS / Carolina Recording Systems, LLC**

Vic Williams  
(252) 375-6579  
vic.williams@crsnc.com

### Prepared for:

**Rowan County E-911**

1090 Corporate Center Drive  
Salisbury, NC 28146  
Valued Partner  
(704) 216-8510  
allen.cress@rowancountync.gov

### Quote Information:

**Quote #: 000399**

Version: 1  
Delivery Date: 02/03/2022  
Expiration Date: 02/28/2022

## Quote Summary

| Description               | Amount        |
|---------------------------|---------------|
| Recorder                  | \$63,890.00   |
| Motorola Astro P25 AIS    | \$97,980.00   |
| Peripherals               | \$4,895.00    |
| Installation Services     | \$7,500.00    |
| Shipping                  | \$350.00      |
| Pricing Concession        | (\$98,738.25) |
| <b>Total: \$75,876.75</b> |               |

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### Installation Considerations:

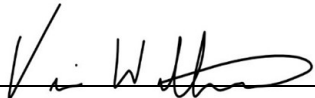
Customer's radio, telephone, and CAD vendors should provide the proper inputs, identified and terminated within 6 feet of the recorder's physical location. Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

Order Remittance: Please approve orders online via the provided secure link or email Purchase Orders to orders@crsnc.com.

**CRS / Carolina Recording Systems, LLC**

**Rowan County E-911**

Signature: \_\_\_\_\_



Name: Vic Williams

Title: Sr. Account Manager

Date: 02/03/2022

Signature: \_\_\_\_\_

Name: Valued Partner

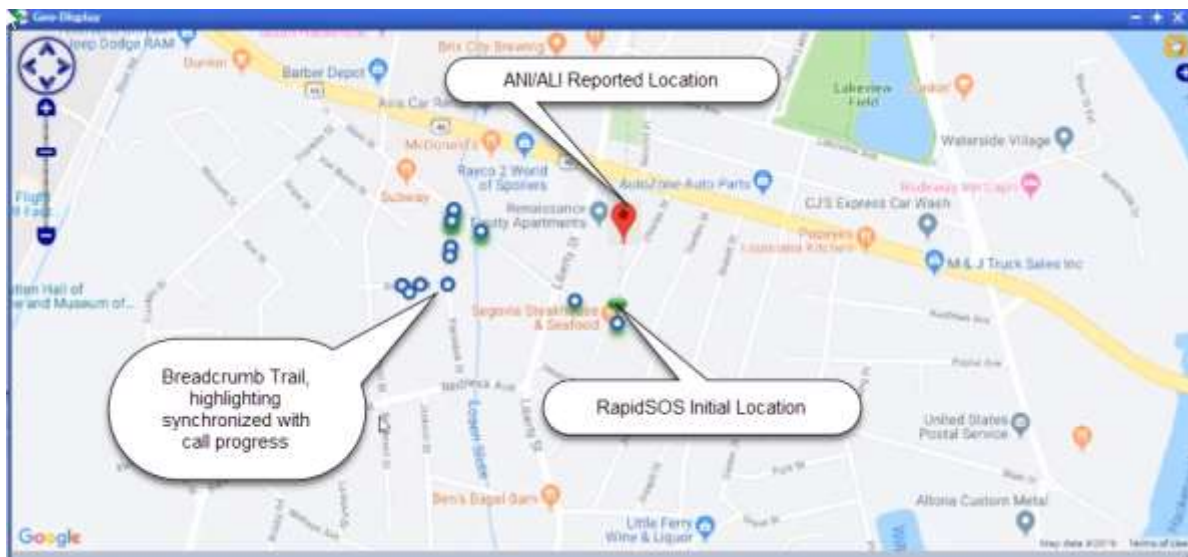
Date: \_\_\_\_\_

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



## RapidSOS/Eventide Integration

NexLog recorders support integration of RapidSOS location data with 9-1-1 call recordings. MediaWorks PLUS software can be enabled so that RapidSOS supplied location data can be viewed after the handling of a 911 call. The result will be a recreation of the location progress on a map, in synchronization with the 911 call audio.



An example 911 call from a mobile caller is shown above. The red pin indicates the ANI/ALI location reported from the E911 call system, using cell tower triangulation. The green pin indicates the initial RapidSOS reported location, using the phone GPS. The round blue and white icons indicate all locations recorded during the call, based on RapidSOS data. The location icons will be highlighted in synchronization with the audio playing throughout progress of the call.

### Eventide Licensing Requirements:

- 911 NENA ANI/ALI CAD Spill Integration: P/N 209029 or other integration license that will supply ANI with an audio call.
- Geo Search/View (Requires internet access to Google Maps): P/N 271089
- RapidSOS Integration P/N: 271176

### RapidSOS Requirements:

- RapidSOS credentials\* to connect the NexLog to the RapidSOS data warehouse

\*For RapidSOS product and licensing requirements, please contact RapidSOS <https://rapidsos.com/contact/>

## Workflow Acknowledgment

Purchasing Director

BOC Approval:

Insurance:

Comment:

CIO:

CIO Comment:

County Attorney:

Legal Comment:

**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:** 04/22/22  
**SUBJECT:** Bi-Weekly Environmental Health Report

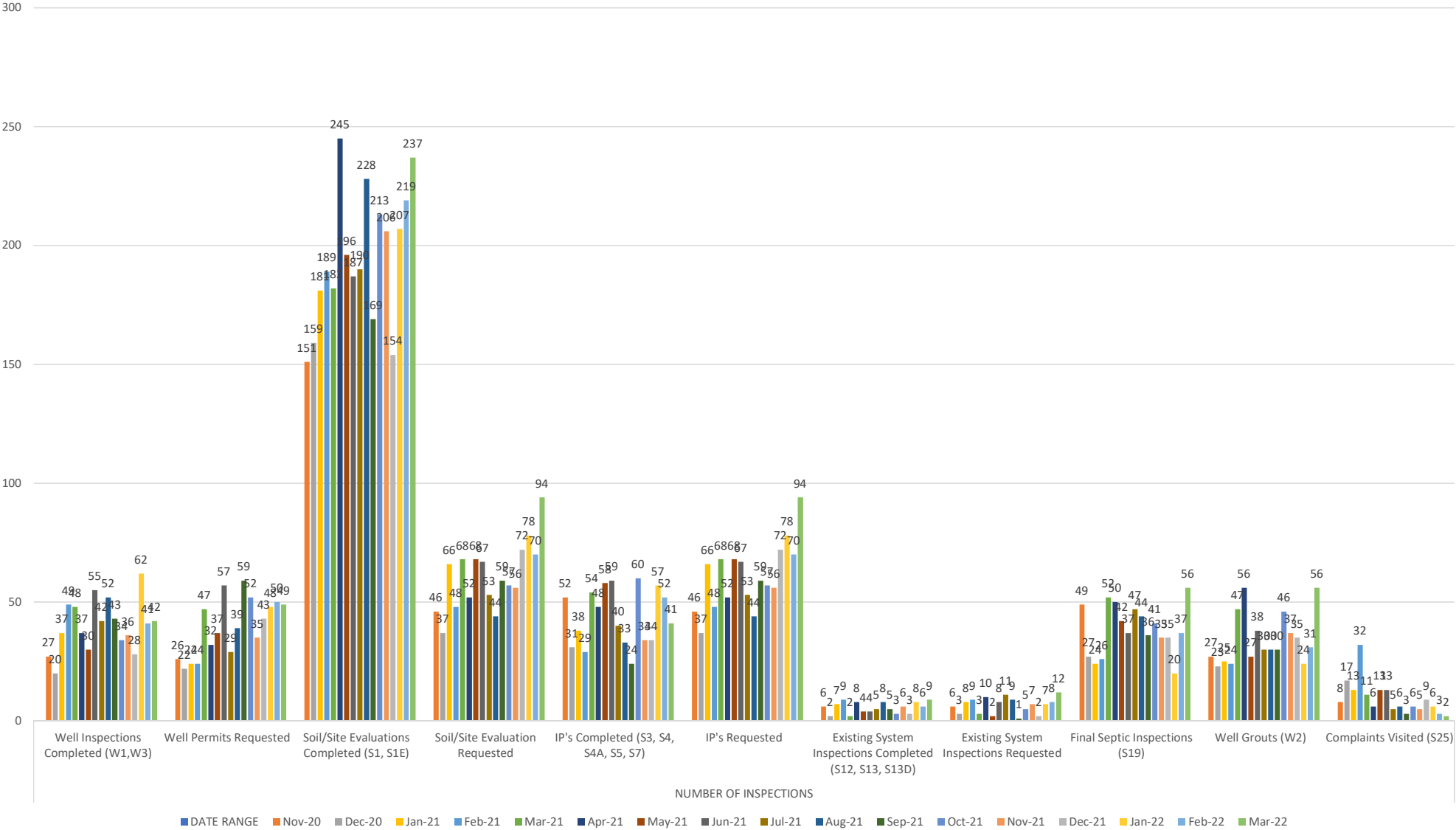
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Please find the attached Environmental Health reports - graph and chart of information.

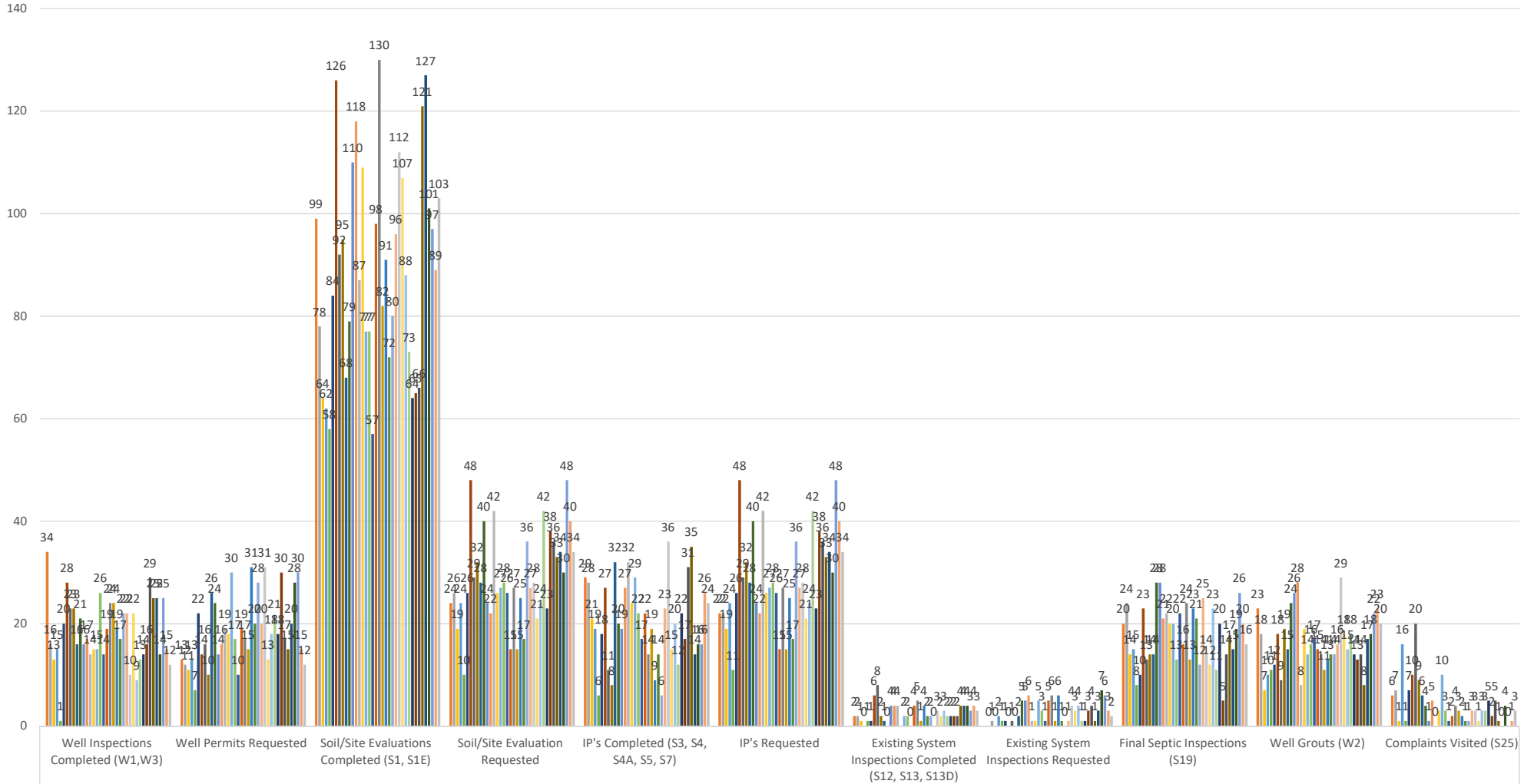
**ATTACHMENTS:**

| <b>Description</b>                            | <b>Upload Date</b> | <b>Type</b>     |
|---|--------------------|-----------------|
| Bi-weekly Commissioner Reporting Graphs       | 4/22/2022          | Backup Material |
| Bi-weekly Commissioner Reporting Chart_042222 | 4/22/2022          | Backup Material |

Monthly Onsite Wastewater Report



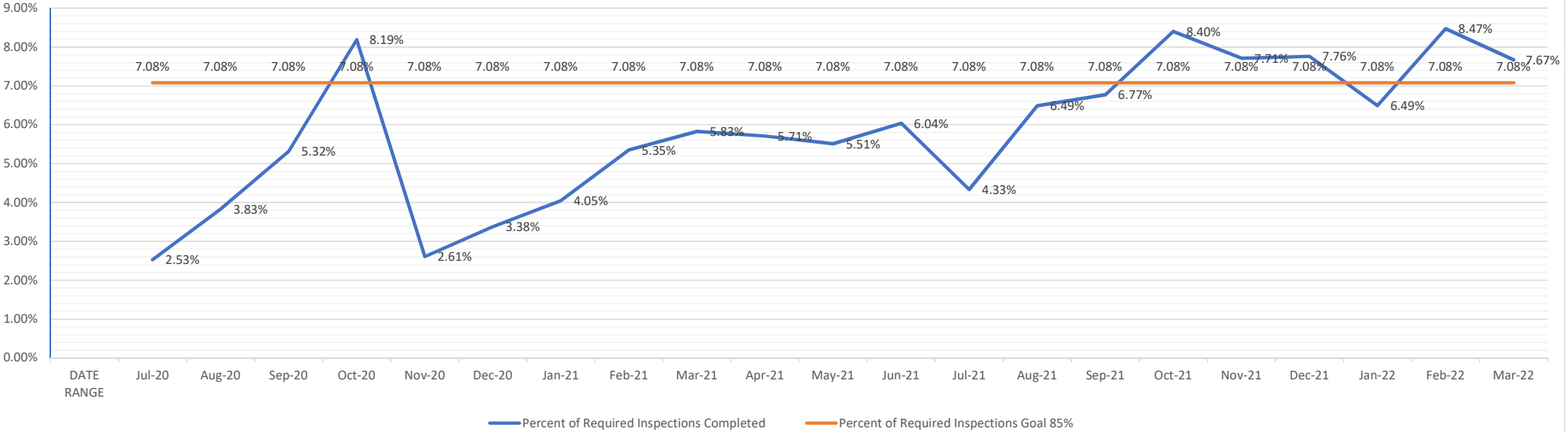
# BI-WEEKLY ONSITE WASTEWATER REPORT



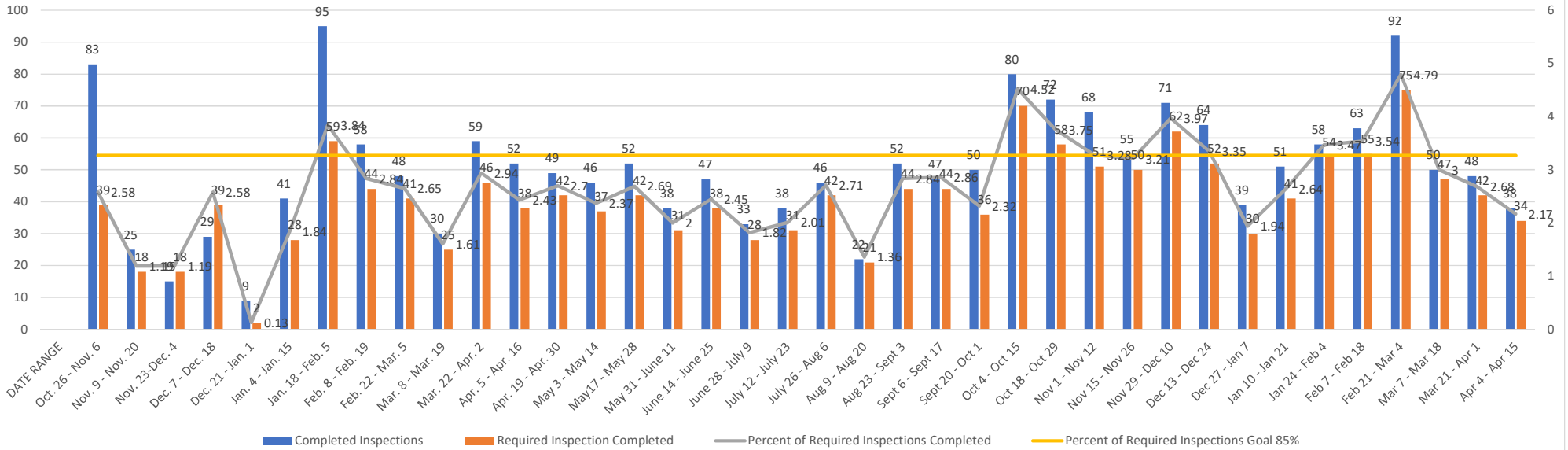
NUMBER OF INSPECTIONS

- DATE RANGE
- Oct. 26 - Nov. 6
- Nov. 9 - Nov. 20
- Nov. 23-Dec. 4
- Dec. 7 - Dec. 18
- Dec. 21 - Jan. 1
- Jan. 4 - Jan. 15
- Jan. 18 - Feb. 5
- Feb. 8 - Feb. 19
- Feb. 22 - Mar. 5
- Mar. 8 - Mar. 19
- Mar. 22 - Apr. 2
- Apr. 5 - Apr. 16
- Apr. 19 - Apr. 30
- May 3 - May 14
- May 17 - May 28
- May 31 - June 11
- June 14 - June 25
- June 28 - July 9
- July 12 - July 23
- July 26 - Aug 6
- Aug 9 - Aug 20
- Aug 23 - Sept 3
- Sept 6 - Sept 17
- Sept 20 - Oct 1
- Oct 4 - Oct 15
- Oct 18 - Oct 29
- Nov 1 - Nov 12
- Nov 15 - Nov 26
- Nov 29 - Dec 10
- Dec 13 - Dec 24
- Dec 27 - Jan 7
- Jan 10 - Jan 21
- Jan 24 - Feb 4
- Feb 7 - Feb 18
- Feb 21 - Mar 4
- Mar 7 - Mar 18
- Mar 21 - Apr 1
- Apr 4 - Apr 15

Food & Lodging Inspections Percent Completed



BI-WEEKLY FOOD & LODGING INSPECTION REPORT



| ONSITE WASTEWATER REPORT |                                    |                        |   |                                |                                      |                |  |                                       |                                |                  |                          |                |
|--------------------------|------------------------------------|------------------------|---|--------------------------------|--------------------------------------|----------------|--|---------------------------------------|--------------------------------|------------------|--------------------------|----------------|
|                          | NUMBER OF INSPECTIONS              |                        |   |                                |                                      |                |  |                                       |                                |                  |                          |                |
|                          | 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 | Existing 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  |
| Jan-22                   | 62                                 | 48                     | 207                                       | 78                             | 57                                   | 78             | 8  | 7                                     | 20                             | 24               | 6                        | 1 week 3 days  |
| Feb-22                   | 41                                 | 50                     | 219                                       | 70                             | 52                                   | 70             | 6  | 8                                     | 37                             | 31               | 3                        | 2 weeks 1 day  |
| Mar-22                   | 42                                 | 49                     | 237                                       | 94                             | 41                                   | 94             | 9  | 12                                    | 56                             | 56               | 2                        | 3 weeks 4 days |
| Total                    | 683                                | 673                    | 3313                                      | 1035                           | 744                                  | 1035           | 95   | 111                                   | 658                            | 586              | 158                      |                |

| BI-WEEKLY ONSITE WASTEWATER REPORT |                                    |                        |   |                                |                                      |                |  |                                       |                                |                  |                          |                |
|------------------------------------|------------------------------------|------------------------|---|--------------------------------|--------------------------------------|----------------|--|---------------------------------------|--------------------------------|------------------|--------------------------|----------------|
|                                    | NUMBER OF INSPECTIONS              |                        |   |                                |                                      |                |  |                                       |                                |                  |                          |                |
|                                    | 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 | Existing System Inspections Completed (S12, S13, S13D) | Existing System Inspections Requested | Final Septic Inspections (S19) | Well Grouts (W2) | Complaints Visited (S25) | Backlog        |
| DATE RANGE                         |                                    |                        |   |                                |                                      |                |  |                                       |                                |                  |                          |                |
| Oct. 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 |
| Jan 24 - Feb 4    | 25  | 15  | 121  | 33   | 35  | 33   | 4  | 1  | 17  | 8   | 1   | 2 weeks 2 days |
| Feb 7 - Feb 18    | 25  | 20  | 127  | 34   | 14  | 34   | 4  | 3  | 15  | 17  | 0   | 1 week 4 days  |
| Feb 21 - Mar 4    | 14  | 28  | 101  | 30   | 16  | 30   | 4  | 7  | 19  | 18  | 4   | 3 weeks        |
| Mar 7 - Mar 18    | 25  | 30  | 97   | 48   | 16  | 48   | 3  | 6  | 26  | 22  | 0   | 3 weeks 1 day  |
| Mar 21 - Apr 1    | 15  | 15  | 89   | 40   | 26  | 40   | 4  | 3  | 20  | 23  | 1   | 3 weeks 4 days |
| Apr 4 - Apr 15    | 12  | 12  | 103  | 34   | 24  | 34   | 3  | 2  | 16  | 20  | 3   | 5 weeks 4 days |
|                   |     |     |      |      |     |      |    |    |     |     |     |                |
| Total             | 703 | 710 | 3402 | 1094 | 780 | 1089 | 96 | 97 | 675 | 620 | 157 |                |

| 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   |
| Sep-21 | 126  | 105  | 6.77   | 7.08   |
| Oct-21 | 195  | 130  | 8.4    | 7.08   |
| Nov-21 | 147  | 120  | 7.71   | 7.08   |
| Dec-21 | 146  | 120  | 7.76   | 7.08   |
| Jan-22 | 118  | 101  | 6.49   | 7.08   |
| Feb-22 | 152  | 132  | 8.47   | 7.08   |
| Mar-22 | 135  | 120  | 7.67   | 7.08   |
|        |      |      |        |        |
| Total  | 2374 | 1895 | 122.44 | 148.68 |

Required Inspections: 1553

Number of Establishments: 675

| BI-WEEKLY FOOD & LODGING REPORT |                       |                               |   |  |
|---------------------------------|-----------------------|-------------------------------|---|--|
|                                 | Completed Inspections | Required Inspection Completed | Percent of Required Inspections Completed | Percent of Required Inspections Goal 85% |
| <b>DATE RANGE</b>               |                       |                               |   |  |
| 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                                     |
| May 17 - 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 |
| Jan 24 - Feb 4    | 58 | 54 | 3.47 | 3.27 |
| Feb 7 - Feb 18    | 63 | 55 | 3.54 | 3.27 |
| Feb 21 - Mar 4    | 92 | 75 | 4.79 | 3.27 |
| Mar 7 - Mar 18    | 50 | 47 | 3.00 | 3.27 |
| Mar 21 - Apr 1    | 48 | 42 | 2.68 | 3.27 |
| Apr 4 - Apr 15    | 38 | 34 | 2.17 | 3.27 |
|                   |    |    |      |      |

|       |      |      |        |        |
|-------|------|------|--------|--------|
| Total | 1913 | 1554 | 100.26 | 124.26 |
|-------|------|------|--------|--------|

\*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:** Chaplain Michael Taylor  
**DATE:** April 21, 2022  
**SUBJECT:** Proclamation for Law Enforcement Week

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**ATTACHMENTS:**

**Description**

Proclamation

**Upload Date**

4/21/2022

**Type**

Cover Memo

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



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

## Rowan County Board of Commissioners

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

### **PROCLAMATION** **LAW ENFORCEMENT WEEK**

**WHEREAS**, in 1962, President John F. Kennedy signed a Presidential Proclamation that set aside May 15<sup>th</sup> as National Peace Officers' Memorial Day and the week of May 10-16 as National Police Week; *and*

**WHEREAS**, the members of all the law enforcements agencies in Rowan County play an essential role in safeguarding the rights and freedoms of all our citizens; *and*

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agencies; *and*

**WHEREAS**, members of our law enforcement agencies recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; *and*

**WHEREAS**, law enforcement officers, past and present, have faithfully and loyally rendered a dedicated service to this County and have established for themselves an enviable and enduring reputation to preserving the rights and security of all citizens.

**THEREFORE, BE IT PROCLAIMED** that the Rowan County Board of Commissioners does hereby proclaim May 15-21, 2022 as **LAW ENFORCEMENT WEEK**.

**NOW, THEREFORE BE IT FURTHER PROCLAIMED** that the Rowan County Board of Commissioners calls upon all citizens of Rowan County to observe May 19, 2022 as **PEACE OFFICERS' MEMORIAL DAY** in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community, or, have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

This the 2<sup>nd</sup> day of May, 2022.

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

ATTEST:

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

Equal Opportunity Employer



**ROWAN COUNTY**  
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**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:** March 29, 2022  
**SUBJECT:** Proclamation To Establish May As Shield-A-Badge With Prayer Awareness Month

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**ATTACHMENTS:**

**Description**

Proclamation

**Upload Date**

3/29/2022

**Type**

Cover Memo

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



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

## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144  
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### PROCLAMATION TO ESTABLISH MAY AS SHIELD-A-BADGE WITH PRAYER AWARENESS MONTH

**WHEREAS**, the *Shield-A-Badge With Prayer* program works to affirm the commitment of Rowan County Law Enforcement Officers and encourages citizen awareness and appreciation for these officers; *and*

**WHEREAS**, the program invites citizens to commit to pray for an officer every day for one year and to send birthday cards and notes of thanks to these officers; *and*

**WHEREAS**, through the generosity of individuals, businesses and churches that have donated services and fundraisers, 10,500 Bibles, 4,000 Shield-A-Badge Bible Promise Books and 11,000 New Testaments have been purchased to be given away; *and*

**WHEREAS**, the *Shield-A-Badge With Prayer* program began in 1995 in Rowan County, by Chaplain Michael Taylor and has begun to expand statewide, reaching out to other counties, municipalities, colleges, hospitals, correctional facilities, 911 communicators, probations officers, animal control officers, state highway patrol troopers, fire departments, Clerk of Court employees, magistrates, judges, District Attorney's Office, County Commissioners, sheriffs, and attorneys; *and*

**WHEREAS**, through the dedication and travels of Chaplain Taylor, counties from across the state are receiving encouragement and training for chaplains.

**NOW, THEREFORE BE IT PROCLAIMED** that the Rowan County Board of Commissioners does hereby establish the month of May as

#### ***Shield-A-Badge With Prayer Awareness Month.***

This the 2<sup>nd</sup> day of May, 2022.

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Gregory C. Edds, Chairman  
Rowan County Commissioners

ATTEST:

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Carolyn Barger, MMC, NCMCC  
Clerk to the Board

Equal Opportunity Employer



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

**MEMO TO COMMISSIONERS:**

**FROM:** Chairman Greg Edds  
**DATE:** April 21, 2022  
**SUBJECT:** Proclamation Honoring Livingstone College 2022 CIAA Southern Division Golf Championship Team

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**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Proclamation       | 4/21/2022          | Cover Memo  |

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



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

## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144  
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### PROCLAMATION HONORING THE LIVINGSTONE COLLEGE 2022 CIAA SOUTHERN DIVISION GOLF CHAMPIONSHIP TEAM

**WHEREAS**, Livingstone College's Golf Team, under Head Coach Andre Springs and Assistant Coach Titus Okwong, is hereby recognized and honored for its extraordinary 2022 golf season; *and*

**WHEREAS**, this dynamic and talented team of Blue Bears won the 2022 Central Intercollegiate Athletic Association (CIAA) Golf Championship Title with the exceptional efforts of Senior Xavier Proctor, Senior Ronald Otile, Junior Joel Basalaine, Junior Emmanuel Jakisa, Senior Colline Ajidra, Freshman Ibrahim Aliga, Junior Austin Goode, Sophomore Austin Murphy, and Senior William T.J. Gardner; *and*

**WHEREAS**, individual and deserving superlatives were also earned by Coach Springs as the 2022 CIAA Coach of the Year, and Xavier Proctor as the 2022 CIAA Golf Player of the Year; *and*

**WHEREAS**, the amazing talent and commitment of these young men, along with their coaching staff, is to be admired for their remarkable and victorious season.

**NOW, THEREFORE BE IT PROCLAIMED**, that the Rowan County Board of Commissioners does hereby honor the Livingstone College Golf Team and Coaching Staff for their triumphant season and commends them for their display of sportsmanship and leadership as they represented Rowan County.

This the 2<sup>nd</sup> day of May, 2022.

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Gregory C. Edds, Chairman  
Rowan County Board of Commissioners

ATTEST:

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Carolyn Barger, MMC, NCMCC  
Clerk to the Board



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

**MEMO TO COMMISSIONERS:**

**FROM:** Catherine Terwilliger, Charlotte Concerned Bikers Association  
**DATE:** March 14, 2022  
**SUBJECT:** Proclamation for Motorcycle Safety and Awareness Month

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**ATTACHMENTS:**

**Description**

Proclamation

**Upload Date**

5/3/2022

**Type**

Cover Memo

**PROCLAMATION  
MOTORCYCLE SAFETY & AWARENESS MONTH  
MAY 2022**

**WHEREAS**, motorcycle riding is a popular form of recreation and transportation for thousands of citizens across North Carolina and Rowan County; *and*

**WHEREAS**, North Carolina has over 195,000 registered motorcycles; *and*

**WHEREAS**, it is important that the citizens of North Carolina be aware of motorcycles on our roadways and recognize the importance of motorcycle safety through motorcycle awareness programs like those promoted by the Concerned Bikers Association (CBA) or programs offered during driver's education classes in area high schools; *and*

**WHEREAS**, Motorcycle Safety & Awareness Month is designed to increase public awareness about motorcycles and to encourage their safe and proper use among motorcycle riders and to encourage other motor vehicle operators to be cautious and observe motorcycles, especially during their seasonal return to our streets and highways; *and*

**WHEREAS**, the safe operation of a motorcycle is enhanced through a combination of rider training and experience, good judgment, and motorist awareness of motorcycles sharing the roads of Rowan County and North Carolina, the Charlotte CBA, Rowan-Cabarrus CBA, and the Concerned Bikers Association of North Carolina urge motorists in the County of Rowan to:

**“Look Twice and Save a Life” MAY = Motorcycle Awareness & YOU**

**NOW, THEREFORE BE IT PROCLAIMED** that the Rowan County Board of Commissioners does hereby recognize the month of May 2022 as Motorcycle Safety & Awareness Month in Rowan County, North Carolina, and urges all citizens to be cautious and to help create an awareness of motorcyclists who share the road.

This the 2<sup>nd</sup> day of May, 2022.

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Gregory C. Edds, Chairman

ATTEST:

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Carolyn Barger, Clerk to the Board

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

**MEMO TO COMMISSIONERS:**

**FROM:** Allen Cress  
**DATE:** 3/17/2022  
**SUBJECT:** Emergency Medical Services Week

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EMS week recognition.

**ATTACHMENTS:**

**Description**

EMS Week

**Upload Date**

3/17/2022

**Type**

Cover Memo

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



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## Rowan County Board of Commissioners

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### PROCLAMATION EMERGENCY MEDICAL SERVICES WEEK MAY 15-21, 2022

**WHEREAS**, emergency medical services are a vital public service; *and*

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; *and*

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; *and*

**WHEREAS**, emergency medical services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; *and*

**WHEREAS**, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; *and*

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; *and*

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

**NOW, THEREFORE** the Rowan County Board of Commissioners does hereby proclaim the week of May 15-21, 2022, as **EMERGENCY MEDICAL SERVICES WEEK** with the *EMS Strong theme, THIS IS EMS: Caring for Our Communities*, and encourages the community to observe this week with appropriate programs, ceremonies, and activities.

This the 2<sup>nd</sup> day of May, 2022.

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

ATTEST:

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

Equal Opportunity Employer



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**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Anthony Vann, Assistant Superintendent of Operations, RSSS  
**DATE:** April 21, 2022  
**SUBJECT:** Real Estate Purchase Contract for Rowan-Salisbury School System

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Richard's Restaurant located at 522 North Main Street, which is adjacent to the Wallace Educational Forum, has become available for purchase. Obtaining this property will provide Rowan-Salisbury Schools an opportunity to expand and enhance our Career and Technical Education (CTE) and School Nutrition Culinary services for students.

During the April 11, 2022 Board of Education meeting, the board approved the purchase contract for Richard's Restaurant property and directed administration to move forward with the purchase.

**ATTACHMENTS:**

| <b>Description</b>            | <b>Upload Date</b> | <b>Type</b> |
|-------------------------------|--------------------|-------------|
| Real Estate Purchase Contract | 4/21/2022          | Cover Memo  |



NORTH CAROLINA

ROWAN COUNTY

REAL ESTATE PURCHASE CONTRACT

WHEREAS, this 11<sup>th</sup> day of April 2022, the Rowan-Salisbury Board of Education ("Buyer") hereby agrees to purchase, and Richard Monroe ("Seller") hereby agrees to sell and convey that parcel of land described as being Parcel 075, 076 and 402, Tax Map 011, Rowan County, North Carolina, consisting of approximately point eight-three (0.83) acres located at 522 North Main Street, Salisbury, NC 28144 as illustrated in Exhibit A, the exact location to be jointly agreed upon by Buyer and Seller, together with all improvements located thereon, and all appurtenances thereto belonging or appertaining, and all right, title and interest which seller may have in all creeks, streams, rights-of-way, roads, streets and ways bounding said property (the "Property").

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained and the earnest money deposit set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged and confessed, the parties hereto agree to the following terms and conditions:

1. PURCHASE PRICE: The purchase price is \$440,000.00 and shall be based upon the survey referred to in paragraphs 2.b.(1), and shall be paid as follows:
  - a. \$44,000.00 in earnest money paid by check to Sean Walker, Attorney at Law with the delivery of this Contract, to be held in trust until the sale is closed, at which time it will be credited to Buyer, or until this Contract is otherwise terminated and it is disbursed in accordance with the terms of this Contract.
  - b. The balance of the purchase price, in cash at closing.
2. CONDITIONS: The obligation of Buyer to purchase the Property is subject to the satisfaction at or prior to closing of the following conditions:
  - a. The Rowan County Board of Commissioners must, prior to closing, approve purchase of the Property.
  - b. Within sixty (60) days after the date that the Chairman of the Rowan-Salisbury Board of Education signs this Contract, Buyer must be able to obtain, at its expense, the following:

- (1) a survey of the Property by a registered land surveyor and a legal description that conforms to the survey;
  - (2) a determination of the suitability of the Property for providing on sitewater supply and wastewater disposal for the intended use;
  - (3) a determination that there will be no adverse affect to the intended use of the Property due to the existence of rock or other unsuitable soil conditions;
  - (4) a determination that there are no engineering or land planning conditions that would have an adverse effect on the intended use of the Property; and
  - (5) an environmental assessment of the Property to determine the existence of conditions that may be governed by Federal, State or Local Environmental Laws. Failure to determine such conditions by this inspection shall not relieve Seller of its obligation to indemnify Buyer from any claims under Federal, State or Local Environmental Laws as required by other sections of this Contract.
- c. Seller agrees that it has an affirmative duty to cooperate with the Buyer(s)' testing and investigation of the Property for an environmental assessment and disclose any and all information about the Property that may be useful in such an assessment. Seller shall furnish at closing an affidavit and indemnification agreement in a form suitable to Buyer stating that:
- (1) Buyer is relieved of any liabilities, claim, penalties, fines, costs, or charges that may occur as a result of any action against the Property under Federal, State, or Local Environmental Laws;
  - (2) the Property is not the subject of any active, or pending action, by the North Carolina Department of Environmental Quality under Federal, State, or Local Environmental Laws;
  - (3) the Property is not subject to any casualty damage;
  - (4) there is no Hazardous Material (as hereinafter defined) on the Property, whether such Hazardous Material was placed by spill, release, discharge, disposal or storage, nor has any Hazardous Material penetrated any waters including, but not limited to, streams crossing or abutting the Property or the aquifer underlying the Property. Hazardous Material as used in this Contract means any hazardous or toxic substance, material, waste or

similar term which is regulated by local authorities, the State of North Carolina and/or the Federal Government, including, but not limited to, any material substance, waste or similar term which is:

- (a) defined as a Hazardous Material under the laws of the State of North Carolina, as amended from time to time;
  - (b) defined as a hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), as amended from time to time;
  - (c) defined as a hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et. seq.), as amended from time to time;
  - (d) defined as a hazardous waste substance under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), as amended from time to time;
  - (e) defined as hazardous waste or toxic substance, waste, material or similar term in any rules and regulations, as amended from time to time, which are adopted by any administrative agency including, but not limited to, the Environmental Protection Agency, the Occupational Safety and Health Administration, and any such similar State or Local agency having jurisdiction over the Property whether or not such rules and regulations have the force of law; or
  - (f) defined as a hazardous or toxic waste, substance, material or similar term in any statute, regulation, rule or law enacted or adopted at any time after the date of this Contract by local authorities, the State of North Carolina, and/or the Federal government; and
- (5) the Seller has completed and caused the Property to comply with all laws and ordinances, and all rules and regulations of all authorities having jurisdiction over the Seller, the Property, or the use thereof, relative to any Hazardous Material; and
- (6) there is no other property presently owned or used by Seller, the existence of such Hazardous Material upon or discharge of such Hazardous Material from, which might cause any charge or lien upon the Property.

- (7) Buyer's obligation to purchase the subject Property is expressly conditioned upon the foregoing representations of Seller being true and accurate on the date hereof and on the date possession of the Property is transferred by Seller to Buyer; and these representations and warranties shall be deemed extended through the date possession is transferred unless Seller advises Buyer in writing of any changes prior to transfer of possession. These representations and warranties shall survive closing and transfer of possession.
- (8) Seller shall disclose to Buyer, prior to closing, any information regarding the use of the Property, or any portion thereof, in a manner that is regulated by Federal, State, or Local Environmental Laws.
- (9) There must be no restrictions, easements or governmental regulations other than zoning regulations that would prevent the reasonable use of the Property for school purposes. If such conditions exist, it is the responsibility of the Buyer to inform the Seller of said conditions and Seller will exert his best efforts to cure same prior to closing. If Seller is unsuccessful in timely curing said conditions, Buyer may cancel this Contract, whereupon all deposit monies shall be returned to Buyer, or, in the alternative, Buyer may waive the objectionable conditions and close pursuant to the terms of this Contract.
- (10) There must be no zoning regulations that could prevent the reasonable use of the Property for school purposes. If such conditions exist, it is the responsibility of the Seller to file a petition to rezone the Property to such zoning classification, or classifications, as the Buyer may select. The buyer shall assist the Seller in the Seller's rezoning effort to whatever extent the Seller may request, but the Buyer shall have no duty to incur any expense in such rezoning effort.
- (11) The Property must be in substantially the same condition at closing as on the date of this Contract, reasonable wear and tear excepted.
- (12) All deeds of trust, liens and other monetary charges against the Property which can be satisfied by the payment of money must be paid and cancelled by Seller prior to or at closing.

(13) Title must be delivered at closing by general warranty deed and must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (prorated to the date of closing), utility easements and unviolated restrictive covenants, neither of which materially affect the value of the Property and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right-of-way.

(14) Seller shall provide to Buyer, if in the Seller's possession, the following information within ten (10) days after the execution of this Contract by Seller and Buyer:

- (1) Boundary survey;
- (2) Existing Title Policy (if any);
- (3) Topographic Survey;
- (4) Environmental Report(s);
- (5) Soil Analysis;
- (6) Leases affecting the property (if any); and
- (7) Any other reports or building plans necessary for project due diligence.

3. FAILURE OF CONDITIONS: If any of the conditions in this document are not met, Buyer has the option to waive the satisfaction of any unsatisfied conditions. If Buyer elects not to waive the satisfaction of any unsatisfied conditions, Buyer shall have the right to rescind the Contract and recover all of its earnest money deposit. If Seller breaches the Contract in any other way, Buyer shall recover its earnest money deposit without prejudice to any other remedies it may have for the breach.

4. SELLER REPRESENTATIONS AND WARRANTIES: Seller makes the following representations and warranties to and for the benefit of Buyer which shall be true on the date of closing as though such representations and warranties were made at such time and shall survive the passing of title:

- a. ASSESSMENTS: Seller warrants that there are no encumbrances or special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property.
- b. CLAIMS AND SUITS: Seller has not entered into any agreement with reference to the Property, and neither Seller nor the Property are subject to any claim, demand, suit, unfiled lien, proceeding or litigation of any kind, pending or outstanding, or to the knowledge of Seller, threatened or likely to be made or instituted which would in any way be binding upon Buyer or its successors or assigns or affect or limit buyer's full use and enjoyment of the Property or



which would limit or restrict in any way Seller's right or ability to enter into this Contract and consummate the sale and purchase contemplated hereby.

- c. COMPLIANCE WITH APPLICABLE LAWS: Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and regulations affecting the Property and no portion of the Property has been used for the production, storage or disposal of toxic or hazardous waste materials of any kind.
  - d. FOREIGN PERSON: Seller is not a "foreign person" as defined in the Foreign Investor Reporting and Property Tax Act and shall provide an affidavit to such effect at closing.
5. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following item shall be prorated and adjusted between the parties or paid at closing:
- a. Ad valorem taxes on the Property shall be prorated on a calendar year basis to the date of closing.
  - b. Ad valorem taxes on personal property for the entire year shall be paid by Seller.
  - c. All late listing penalties, if any, shall be paid by Seller.
  - d. Rents, if any, for the Property shall be prorated to the date of closing.
  - e. Accrued but unpaid interest and other charges to Seller, if any, shall be computed to the date of closing and paid by Seller; interest and other charges prepaid by Seller shall be credited to Seller at closing and paid by Buyer.
  - f. Seller shall be responsible for any claim for brokerage commission because of this sale.
6. LABOR AND MATERIAL: Seller shall furnish at closing an affidavit and indemnification agreement in a form satisfactory to Buyer showing that all charges for labor or materials, if any, furnished to the Property within 120 days before the date of closing have been paid and agreeing to indemnify buyer against all loss from any claim arising therefrom.
7. CLOSING EXPENSES:
- a. Seller shall pay for the preparation of a deed, for the revenue stamps required by law and for other recording costs. Seller shall also pay for its own legal counsel and any other costs customarily borne by sellers of real property in Rowan County, North Carolina.

- b. Buyer shall pay for updated survey, costs of its own investigations, title insurance, costs of its own legal counsel, and any other costs customarily borne by purchasers of real property in Durham County, North Carolina. Buyer shall pay for recording the deed.
8. EVIDENCE OF TITLE: Seller shall deliver to Buyer, as soon as possible after the acceptance of this Contract, copies of all title information available to Seller, including but not limited to, title insurance policies, attorneys' opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.
9. ASSIGNMENT: This Contract may not be assigned without the written agreement of all parties, but if the same is assigned by agreement, then the same shall be binding on the assignee and his heirs.
10. BINDING EFFECT: This Contract shall be binding and shall inure to the benefit of the parties and their heirs, successors and assigns.
11. SURVIVAL: Any provision of this Contract which by its nature and effect is required to be observed, kept or performed after the closing shall survive the closing and remain binding upon and for the benefit of the parties until fully observed, kept or performed.
12. SELLER'S AUTHORITY: Seller warrants and represents that it has full and complete power and authority to enter into this Contract in accordance with all the provisions contained herein and that there is no person or entity that has any interest in the Property other than the parties to this Contract.
13. RIGHTS OF BUYER PRIOR TO CLOSING: Buyer, its agents, employees or other representatives shall have the right during the term of this Contract to go upon the Property for the purpose of making such surveys, engineering, topographical, geological and other tests and measurements including, but not limited to, soil tests, percolation tests and subsoil tests as Buyer deems necessary or advisable. Buyer shall return the property to substantially the condition which existed prior to its investigations, which obligation shall survive any termination of this Contract. Buyer agrees to indemnify and hold Seller harmless of, from, and against any losses, claims, or damages resulting solely from the activities of Buyer, its agents, employees or other representatives during its investigations of, or activities upon, the Property. The indemnification obligation contained in this Section 13 shall survive the closing or earlier termination of this Contract. For avoidance of doubt, the foregoing indemnity obligations shall not extend to, and Seller hereby releases Buyer from liability for, any claims, damages or other liability resulting from or related to any existing environmental contamination with respect to the Property or



other deficiencies in the Property, that may be discovered by Buyer as a result of its investigations.

14. REMEDIES.

- a. If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Contract due to circumstances or conditions which constitute a default by Buyer under this Contract, the Earnest Money shall be delivered to Seller as full liquidated damages for such default. Seller and Buyer acknowledge that Seller's actual damages in the event of a default by Buyer under this Contract will be difficult to ascertain, that such liquidated damages represent the Seller's and Buyer's best estimate of such damages, and that Seller and Buyer believe such liquidated damages are a reasonable estimate of such damages. Seller and Buyer expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages in the event of Buyer's default and as compensation for Seller's taking the Property off the market during the term of this Contract. Such delivery of the Earnest Money shall be the sole and exclusive remedy of Seller by reason of a default by Buyer under this Contract, and Seller hereby waives and releases any right to sue Buyer, and hereby covenants not to sue Buyer, for specific performance of this Contract or to prove that Seller's actual damages exceed the Earnest Money which is herein provided Seller as full liquidated damages.
- b. If (i) any representation or warranty of Seller set forth in this Contract shall prove to be untrue or incorrect in any respect, or (ii) Seller shall fail to keep, observe, perform, satisfy or comply with, fully and completely, any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions required by this Contract to be kept, observed, performed, satisfied or complied with by Seller, or (iii) the purchase and sale of the Property is otherwise not consummated in accordance with the terms and provisions of this Contract due to circumstances or conditions which constitute a default by Seller under this Contract (the matters described in the foregoing **clauses (i), (ii) and (iii)** are herein sometimes collectively called "**Seller Defaults**"), the Earnest Money shall be refunded to Buyer immediately upon request, and Buyer may exercise such rights and remedies as may be provided for in this Contract or as may be provided for or allowed by law or in equity. Seller hereby acknowledges that Buyer's remedies in the event of the occurrence of any of the Seller Defaults shall specifically include, without limitation, the right to seek, prove and recover (to the extent proven) monetary damages from Seller in an amount equal to all actual out-of-pocket costs and expenses paid or incurred by Buyer in connection with its execution of and entry into this Contract and its proposed acquisition of the Property, including, without limitation, (i) attorney's fees and disbursements in connection with the negotiation and execution of this Contract, the examination of title to the

Property, and any other legal matter undertaken by Buyer pertaining to the Property and (ii) any examinations, investigations, tests and inspections, undertaken by Buyer with respect to the Property.

15. RISK OF LOSS: The risk of loss prior to closing shall be upon the Seller.
16. POSSESSION: Exclusive possession of the Property free and clear of occupancy by all persons, firms or corporations, whether or not under claim of right or color of title, shall be delivered to Buyer at closing.
17. TIME IS OF THE ESSENCE: Time is of the essence with regard to the terms and conditions contained in this Contract.
18. CLOSING: The parties agree to execute any and all documents and papers necessary in connection with the closing and transfer of title within thirty (30) days after all conditions have been met or waived, at a place designated by Buyer. The deed is to be made to Rowan-Salisbury Board of Education, 500 North Main Street, Salisbury, North Carolina, 28144. Possession of the Property shall be delivered at closing.
19. COUNTERPARTS: This Contract shall become a binding contract when signed by both Buyer and Seller. It is executed in two (2) counterparts with an executed counterpart being retained by each party.
20. MEMORANDUM OF CONTRACT: Each party hereto reserves the right to obtain upon request the execution by the parties of a Memorandum of Contract suitable for recordation in the Office of the Register of Deeds of Rowan County. The requesting party shall pay all expenses for preparation and recordation of said Memorandum(s). This Contract itself may not be recorded without the prior written permission of Buyer and Seller.
21. GOVERNING LAW: This Contract shall be construed under the laws of the State of North Carolina.
22. ENTIRE UNDERSTANDING: This Contract constitutes the entire understanding between the parties. It may not be modified orally or in any other manner except by agreement in writing by the parties hereto.
23. RESTRICTED COMPANIES LISTS: Seller represents that as of the date of this Contract, Seller is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Seller also represents that as of the date of this Contract, Seller is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the

North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

24. ANTI-NEPOTISM. Seller warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees are immediate family members of any member of the Board or of any principal or central office staff administrators employed by the Board. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Seller become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Seller shall immediately disclose the family relationship in writing to the Superintendent of Rowan-Salisbury Schools. Unless formally waived by the Board, the existence of a family relationship covered by provision is grounds for immediate termination of this Contract by the Board.

## EXHIBIT A

### "Tax Map/Description"

#### Parcel 011 075

BEGINNING at (the late) Chrissa Beard's Southwest corner on Main Street; thence Southwest with Main Street 100 feet to a stake; thence Northwest on a line parallel with Miss Chrissa Beard's lot 200 feet to a stake, A.H. Boyden's corner; thence 100 feet with Boyden's line and parallel with Main Street to a stake; thence Southwest with Miss Chrissa Beard's line 200 feet to the BEGINNING.

512700

#### Parcel 011 076

BEGINNING at a  $\frac{3}{4}$ " iron pipe the southern corner of Richard Monroe (DB 587, PG 957) in the northwestern margin of the right of way of North Main Street and runs thence with said right of way South 42 degrees 30 minutes 20 seconds West 29.00 feet to an existing nail; thence a new line North 42 degrees 09 minutes 48 seconds West 200.37 feet to a  $\frac{3}{4}$ " iron pipe in the margin of an alley, said line passing a #5 rebar at 179.42 feet; thence with Richard Monroe North 47 degrees 20 minutes 41 seconds East 29.21 feet to a  $\frac{1}{2}$ " iron pipe in the line of Monroe; thence a line with Richard Monroe South 42 degrees 04 minutes 01 seconds East 200.45 feet to a  $\frac{3}{4}$ " iron pipe to the point of BEGINNING, containing 0.134 acre, more or less.

#### Parcel 011 402

BEGINNING at an existing iron at the Northeastern corner of Richard D. Monroe as recorded in Deed Book 587, page 957 in the Rowan County Public Registry and in the Southwestern line of William A. Streiff as recorded in Deed Book 598, page 953 in the Rowan County Public Registry; thence with the Southwestern line of Streiff North 42 deg. 46 min. 09 sec. West 49.39 feet to an existing iron in the common Northwestern corner of Streiff and a Southeastern corner of Holmes Investment Company; thence two (2) lines with Holmes Investment Company as follows: (1) North 42 deg. 22 min. 53 sec. West 25.07 feet to an existing iron, and (2) South 46 deg. 58 min. 33 sec. West 42.93 feet to an existing iron at a common corner of Holmes Investment Company and Billy R. Snipes; thence a new line with Snipes South 46 deg. 58 min. 33 sec. West 86.68 feet to a new iron in the Northeastern margin of the right of way of an alley and a new Southwestern corner of Snipes; thence with the Northeastern margin of the right of way of said alley South 42 deg. 41 min. 00 sec. East 77.09 feet to an existing iron, a Northwestern corner of R.L. Shulenburger; thence with a Northwestern line of Shulenburger North 47 deg. 25 min. 29 sec. East 29.49 feet to an existing iron, a common Northeastern corner of Shulenburger and Northwestern corner of Richard D. Monroe; thence with the Northwestern line of Monroe North 45 deg. 20 min. 18 sec. East 100.12 feet to the point of BEGINNING, and containing 0.227 acre, and being the same real property as shown upon the map and survey entitled "Property Survey for Richard D. Monroe" by Shulenburger Surveying Company, and dated September 25, 1986.



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Randy J. Cress, Assistant County Manager / CIO  
**DATE:** March 25, 2022  
**SUBJECT:** Consider Requests for (GREAT Grant) Broadband Expansion Funding Support

---

There is a unique opportunity for Rowan County to work approve ARPA funding expenditures to support expansion of fiber to the home broadband in our two identified target areas in need of broadband improvements in partnership with Internet Services Providers looking to submit for North Carolina GREAT Grant funding. The GREAT Grant consists of ARPA funds that are allocated from the State, County, and private sector ISP cooperation.

Up to three additional Internet Service Providers including Conterra Networks, OpenBroadband and Charter Spectrum will present the grant opportunity and and brief overview of their proposal for the Board of Commissioner's consideration.

Consider adopting the resolution as presented that will conditionally allocate up to \$1,987,137 of County ARPA funds to be designated toward the GREAT Grant applicants if awarded by the NCDIT State Broadband Infrastructure Office (SBIO).

Note, while there can be multiple submissions, the SBIO will evaluate and score all submissions from Internet Service Providers and Rowan County will only contribute ARPA funding to the maximum of \$1,987,137 to the awarded ISP.

**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:** April 22, 2022  
**SUBJECT:** Budget Amendments

---

Please see attached budget amendments.

Please approve attached budget amendments.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Budget Amendments  | 4/25/2022          | Cover Memo  |





**Sifford, John**

**From:** Katie Gunn <kgunn@ncsheriffs.net> on behalf of Eddie Caldwell  
<ecaldwell@ncsheriffs.net>  
**Sent:** Tuesday, March 8, 2022, 11:36 AM  
**To:** NCSA List --- Sheriffs and Sheriffs' Personnel  
**Subject:** Grants Currently Available for Sheriffs' Offices

**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.

**To:** All Sheriffs

There are three grant opportunities currently available to sheriffs as outlined below.

1. \$7.5 Million from the NC Department of Public Safety (DPS)
  - a. This grant opportunity is available to any sheriff's office in a county with a population of less than 210,000 people. Funds may be used for expenses incurred in enforcing the laws of this State and carrying out other duties set by law.
  - b. Funds provided to sheriffs by this grant are supplemental and shall not supplant local funding for sheriffs' offices.
  - c. As of March 7, 2022, over two-thirds of eligible sheriffs' offices have either already applied for and received funds from this grant or have been scheduled to receive disbursement.
  - d. You may email or call either Nancy Gemma or Justin Davis, both of whom are DPS staff with knowledge of this grant with any questions about filling out grant forms, grant requirements, what grants can be used for, etc.  
Nancy Gemma ([nancy.gemma@ncdps.gov](mailto:nancy.gemma@ncdps.gov)) 919-324-1005 or Justin Davis ([justin.davis@ncdps.gov](mailto:justin.davis@ncdps.gov)) 919-919-436-3133.
  - e. If your office is eligible and has not applied or if your office has applied and has not received or scheduled disbursement of funds, you should contact DPS as soon as possible.
  - f. Funds from this grant must be spent by June 30, 2023.
2. \$8.85 Million from the NC Department of Health and Human Services (DHHS)
  - a. This grant opportunity is available to any sheriff's office that operates a jail. The funds must be used for COVID mitigation in your jail.
  - b. The deadline for submitting an application for this grant is March 31, 2022.
  - c. This is a non-competitive grant. Each agency that complies with DHHS guidelines will receive a base allocation of approximately \$85,000 and will receive an additional amount of funding based on jail bed capacity.
  - d. Documents required for this grant, an explanation of what the grant funds can be used for, as well as deadlines for this grant process can be found at: <https://www.ncdhhs.gov/divisions/public-health/ncdhhs-communicable-disease-branch-corrections-team> under the heading titled "Detection and Mitigation of COVID-19 in Confinement Facility Funding."
  - e. You should email any questions about filling out grant forms, grant requirements, what grants can be used for, etc. to the email address [NCDHHSCorrectionsTeam@dhhs.nc.gov](mailto:NCDHHSCorrectionsTeam@dhhs.nc.gov). This address is monitored by Dr. Anita Wilson-Meritt, Medical Consultant for DHHS, who has been in contact with Association staff throughout the past several months, as well as the project manager, Shavette Campbell. Phone calls will be scheduled by either Dr. Wilson-Meritt or Ms. Campbell when an email is received at the address provided.
  - f. Funds from this grant must be spent by May 31, 2024.

**Sifford, John**

---

**From:** Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>  
**Sent:** Tuesday, April 12, 2022 4:41 PM  
**To:** Sifford, John  
**Cc:** Odell, Mitzi C  
**Subject:** FW: NC E-Pay Remittance Advice  
**Attachments:** Grant Informtion.pdf

John,

Your revenue account for this grant is 1144419-434023 and your expense account is 1154419-585015. Please submit a BA as soon as possible. The funds were received by Rowan County yesterday, so you will see the revenue in your revenue line within the next few days.

I have copied Mitzi in this email as she is in charge of assets and will be calling you in the future as to the acquiring of and disposal of theses assets.

Thanks.

Lisa

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

**From:** Sifford, John  
**Sent:** Monday, April 11, 2022 9:30 AM  
**To:** Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>  
**Subject:** RE: NC E-Pay Remittance Advice

Lisa,

These are the funds that the NC State Legislature awarded to every Sheriff's Office in the State of NC, except any county with a population in excess of 210,000 People. "The funds are to be used for any expenses incurred in enforcing the laws of this state, and carrying out other duties set by law." The funds are not to supplant any local funding. I have attached a document that explains this grant somewhat. The section is highlighted in yellow around the margins.

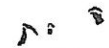
Sheriff Auten has talked with the County Manager and several of the Commissioners individually and our intention is to use these funds in allowing us to trade in our current handguns which are 10+ years old, and to get new weapons with new night sights.

Some of the night sights on our current 10+ year old weapons are starting to fail. The paperwork says that we have until June 30, 2023 to spend the funds.

Let me know if you need further.

John

Major John C. Sifford  
Rowan County Sheriff's Office  
Administrative and Support Services  
232 N. Main St.  
Salisbury, NC 28144  
(704)-216-8668  
john.sifford@rowancountync.gov



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

From: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>  
Sent: Monday, April 11, 2022 9:16 AM  
To: Sifford, John <John.Sifford@rowancountync.gov>  
Subject: RE: NC E-Pay Remittance Advice

Please remind me what type of a grant this is and for how long? Money up front to spend for how long? Thanks.

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

From: Sifford, John  
Sent: Monday, April 11, 2022 9:14 AM  
To: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>  
Subject: RE: NC E-Pay Remittance Advice

Lisa,

I have not done so as of yet. I sent the NC DOJ a memo earlier last week about the status of these funds, but did not get an answer. I guess them sending the funds electronically was our answer?

Can you advise what revenue account should I use to recognize these funds in? I will put in the corresponding expense accounts accordingly.

Thanks,

John

Major John C. Sifford  
Rowan County Sheriff's Office  
Administrative and Support Services  
232 N. Main St.  
Salisbury, NC 28144  
(704)-216-8668  
john.sifford@rowancountync.gov

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

From: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>  
Sent: Friday, April 8, 2022 7:31 PM  
To: Sifford, John <John.Sifford@rowancountync.gov>  
Subject: FW: NC E-Pay Remittance Advice

Hi John,

Have you prepared a BA for revenue and expense? Can you forward to me please?

Thanks.

Lisa

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

From: OSC.nc.payment@osc.nc.gov <OSC.nc.payment@osc.nc.gov>  
Sent: Friday, April 8, 2022 12:03 PM  
Subject: NC E-Pay Remittance Advice

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.

TO:  
ROWAN COUNTY FINANCE OFFICE

130 W INNES ST  
SALISBURY NC 28144-432

RE:  
Direct Deposit Notification

Within three business days, pending agency funding approval, your bank account will receive a direct deposit of \$84269.66 for payment number 19PT0001046694. It is your responsibility to confirm that this deposit was made and is available for your use.

These funds were paid by the following agency:  
NC DEPARTMENT OF PUBLIC SAFETY  
2020 YONKERS RD  
4220 MAIL SERVICE CENTER  
RALEIGH, NC 27699-4220  
Agency Contact Phone: 919-716-3300

Please direct all questions regarding this payment/deposit to the agency contact phone number listed directly above. This agency maintains information regarding your payment records. Any questions concerning payment amount and invoice information/documentation should be directed to the agency's Accounts Payable office and they will be happy to assist you with your inquiries PLEASE DO NOT REPLY TO THIS EMAIL. CONTACT THE PAYING AGENCY AT THE NUMBER LISTED ABOVE.

| Invoice Number               | Inv Date | Invoice Amount | Discount Amount | Net Amount |
|------------------------------|----------|----------------|-----------------|------------|
| 2000057205                   | 02/21/22 | \$84269.66     | \$00.00         | \$84269.66 |
| GRANT TO SHERIFF'S OFFICE SB |          |                |                 |            |
|                              |          | TOTAL:         | \$84269.66      |            |

This notification was sent from the North Carolina Office of the State Controller.  
If this notification has been sent in error, please contact the agency listed above to make corrections.



**Sharpless, Teresa F.**

---

**From:** Howden, James M  
**Sent:** Thursday, April 14, 2022 1:18 PM  
**To:** Sharpless, Teresa F.  
**Subject:** FW: Budget Amendment

Will you please prepare a BA (next week)

Revenue 1144955-449001 \$6,000 and expense 1154995-583079 \$6,000.

We put it on the next agenda for Board approval.

Thanks

Jim



*Be an original.*

James M. Howden | Finance Director  
Rowan County Finance Department  
130 W. Innes Street, Salisbury, NC 28144  
[p] 704-216-8178 [c] 980-565-5421  
[www.rowancountync.gov](http://www.rowancountync.gov)

**From:** Albertson, Amy-Lynn  
**Sent:** Thursday, April 14, 2022 11:53 AM  
**To:** Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Howden, James M <James.Howden@rowancountync.gov>  
**Subject:** Budget Amendment

Lisa and Jim- Cooperative Extension needs to make a budget amendment moving \$6000 from Extension General Revenue account to Extension General Expenditure.

What do I need to do to make this happen?

Thanks,

ALA

--

Amy-Lynn Albertson  
County Extension Director  
Rowan County Center  
N.C. Cooperative Extension

704-216-8970  
(c) 336-225-3114  
[rowan.ces.ncsu.edu](http://rowan.ces.ncsu.edu)



Account Inquiry [Rowan County]

Account Inquiry [Rowan County]

Back

Search

Browse

Output

Print

Display

PDF

Save

Excel

Word

Email

Schedule

Attach

Detail

Summary

Summary

Summary

Print

Print

Print

Print

Account

|         |         |     |            |              |                                      |
|---------|---------|-----|------------|--------------|--------------------------------------|
| Fund    | 1010    | ... | GEN FD     | Acct         | 1010-48-4850-4950-0000-000-4-449001- |
| Org     | 1144955 | ... | CE-OT REV  | Acct name    | EXTENSION GENERAL REVENUE            |
| Object  | 449001  | ... | EXT GEN RE | Type         | Revenue                              |
| Project | ...     | ... | ...        | Rollup       | ...                                  |
|         |         |     |            | Sub-Rollup   | ...                                  |
|         |         |     |            | MultiYr Fund | ...                                  |

4 YEAR COMPARISON HISTORY 4 YEAR GRAPH HISTORY GRAPH

| Yr/Per          | 2022/10    | Fiscal Year 2022 | Fiscal Year 2021 | Fiscal Year 2020 | Fiscal Year 2023 |
|-----------------|------------|------------------|------------------|------------------|------------------|
| Original Budget | -2,000.00  | -2,000.00        | -1,500.00        | -1,500.00        | .00              |
| Transfers In    | .00        | .00              | .00              | .00              | .00              |
| Transfers Out   | .00        | .00              | 1,500.00         | .00              | .00              |
| Revised Budget  | -2,000.00  | -2,000.00        | .00              | -1,500.00        | .00              |
| Actual (Memo)   | -10,885.00 | -10,885.00       | -12,910.96       | -12,965.65       | .00              |
| Encumbrances    | .00        | .00              | .00              | .00              | .00              |
| Requisitions    | .00        | .00              | .00              | .00              | .00              |
| Available       | 8,885.00   | 12,910.96        | 12,910.96        | 11,465.65        | .00              |
| Percent used    | 544.25     | .00              | .00              | 864.38           | .00              |



Back

Search

Browse

Output

Print

Display

PDF

Save

Excel

Word

Email

Schedule

Attachments

Detail

Priority

Sort

Filter

Help

Account

|         |         |     |            |            |                                      |        |        |
|---------|---------|-----|------------|------------|--------------------------------------|--------|--------|
| Fund    | 1010    | ... | GEN FD     | Acct       | 1010-48-4850-4950-0000-000-5-583079- |        |        |
| Org     | 1154955 | ... | CE-OT EXP  | Acct name  | EXTENSION-GENERAL EXPENSE            |        |        |
| Object  | 583079  | ... | EXT GEN RE | Type       | Expense                              | Status | Active |
| Project | ...     |     |            | Rollup     | ...                                  |        |        |
|         |         |     |            | Sub-Rollup | ...                                  |        |        |

MultiYr Fund

| 4 YEAR COMPARISON |           | GAAP W/CARRY FORWARD | HISTORY          | 4 YEAR GRAPH     | HISTORY GRAPH    |
|-------------------|-----------|----------------------|------------------|------------------|------------------|
| Yr/Per 2022/10    |           | Fiscal Year 2022     | Fiscal Year 2021 | Fiscal Year 2020 | Fiscal Year 2023 |
| Original Budget   | 1,500.00  | 1,500.00             | 1,500.00         | 1,500.00         | .00              |
| Transfers In      | 13,156.00 | 17,349.00            | 17,349.00        | 18,883.00        | .00              |
| Transfers Out     | .00       | -1,500.00            | -1,500.00        | .00              | .00              |
| Revised Budget    | 14,656.00 | 17,349.00            | 17,349.00        | 20,383.00        | .00              |
| Actual (Memo)     | 9,270.83  | 12,064.08            | 12,064.08        | 8,436.54         | .00              |
| Encumbrances      | 3,000.00  | .00                  | .00              | .00              | .00              |
| Requisitions      | .00       | .00                  | .00              | .00              | .00              |
| Available         | 2,385.17  | 5,284.92             | 5,284.92         | 11,946.46        | .00              |
| Percent used      | 83.73     | 69.54                | 69.54            | 41.39            | .00              |

Display detail information for current account.

## MENTAL REQUEST FOR BUDGET ACTION

To align budget with AA403-1 WIC additional funding.

**BUDGET INFORMATION:**

| DEPARTMENT HEAD              | COUNTY MANAGER     | ACCOUNTING USE ONLY             |
|------------------------------|--------------------|---------------------------------|
| Approved: <u>✓</u>           | Approved: _____    | Budget Revision # <u>10-472</u> |
| Disapproved: _____           | Disapproved: _____ | Date Posted: _____              |
| Amended: _____               | Amended: _____     | Group Number: _____             |
| Date: <u>04/18/2002</u>      | Date: _____        | Posted by: _____                |
| Signature: <u>Alyna Hemo</u> | Signature: _____   | Approved by: _____              |

QMH

Alyssa Harris, MPH  
Public Health Director

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



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

April 14, 2022

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align the budget with the awarded funding of \$10,723 through AA403-1 WIC. The funding will help cover salaries and fringes in WIC-Client Services.

Kind Regards,

A handwritten signature in black ink, appearing to read "Alyssa Harris", written in a cursive style.

Alyssa Harris, Public Health Director

# Division of Public Health Agreement Addendum FY 21-22

Page 1 of 2

Rowan County Public Health  
Local Health Department Legal Name

403 WIC  
Activity Number and Description

06/01/2021 – 05/31/2022  
Service Period

07/01/2021 – 06/30/2022  
Payment Period

☐ Original Agreement Addendum  
☒ Agreement Addendum Revision # 1

Women's and Children's Health Section/  
Nutrition Services Branch  
DPH Section / Branch Name

Meena Ahuja, (919) 707-5793  
Meena.ahuja@dhhs.nc.gov  
DPH Program Contact  
(name, phone number, and email)

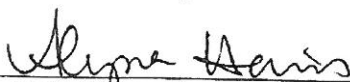
DPH Program Signature \_\_\_\_\_ Date \_\_\_\_\_  
(only required for a negotiable agreement addendum)

I. **Background:**  
No change.

II. **Purpose:**  
This Agreement Addendum Revision #1 provides additional funds to the Local Health Department (LHD) as its average monthly participation has risen above 107% of the base caseload assignment for SFY22, as defined in the original Agreement Addendum's Attachment A.  
This Agreement Addendum Revision #1 also increases the per participant rate as of January 1, 2022.  
These funding increases, applicable from January through May 2022, will enhance the LHD's ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, which is to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development.

III. **Scope of Work and Deliverables:**  
*As of January 1, 2022, this Agreement Addendum Revision #1 replaces Paragraph B in its entirety with the following:*

B. The Local Health Department shall maintain active participation in the WIC Program, which is at least 97% of the base caseload. From June 1 through December 31, 2021, the base caseload for the Local Health Department's local WIC agency is provided in Attachment A (in the original Agreement Addendum). From January 1 through May 31, 2022, the updated base caseload for the Local Health Department's local WIC agency is provided in Attachment A-1 (in this Agreement Addendum Revision #1).

  
Health Director Signature

(use blue ink)

Date

02/11/2022

Local Health Department to complete:  
(If follow-up information is needed by DPH)

LHD program contact name:

Phone number with area code:

Email address:

Shanelle Wilkey

704-216-8835

shanelle.wilkey@rowancountync.gov

Signature on this page signifies you have read and accepted all pages of this document.

Revised July 2019

**IV. Performance Measures/Reporting Requirements:**

*As of January 1, 2022, this Agreement Addendum Revision #1 replaces Paragraph A's Subparagraph 1 in its entirety with the following:*

1. Maintain active participation in the WIC Program, which is at least 97% of the base caseload. The base caseload for the Local Health Department's local WIC agency is provided in:
  - a. Attachment A (in the original Agreement Addendum) for the period June 1 through December 31, 2021.
  - b. Attachment A-1 (in the Agreement Addendum Revision #1) for the period January 1 through May 31, 2022.

**V. Performance Monitoring and Quality Assurance:**

No change.

**VI. Funding Guidelines or Restrictions:**

*As of January 1, 2022, this Agreement Addendum Revision #1 replaces Paragraph B in its entirety with the following:*

- B. Before the start of the Agreement Addendum's Service Period, the Local Health Department must sign and return Attachment B ("WIC Budget page") with the signed original Agreement Addendum. The Attachment B allocates funds among the four WIC activities (Client Services, Breastfeeding Promotion, Nutrition Education, and General Admin). This Attachment B will remain in effect for the duration of the Agreement Addendum.

If the Local Health Department chooses to distribute the Revision's additional funds among the four WIC activities, adhering to threshold requirements, it may do so by completing the budgetary realignment request utilizing the WIC budget revision form and submitting it to the Nutrition Services Branch's State Office.

For the period of June 1 through December 31, 2021 the participation rate of \$16.50 per participant per month was in effect. For the period of January 1 through May 31, 2022 the participation rate of \$16.60 per participant per month has been established.

*As of January 1, 2022, this Agreement Addendum Revision #1 adds Paragraph G, as follows:*

- G. Additional funds delineated by the code "GC" have been placed in the 'Client Services' category of the WIC budget.

**FY22 Activity: 403 WIC**
**Supplement 4**

 Supplement reason: ☐ In AA+BE or AA+BE Rev -OR- ☒ Federal grant data was unavailable at the time of AA mailing. No change in Activity total.

CFDA #: 10.557 Fed awd date: 10/7/2021 Is award R&amp;D? no FAIN: 225NC705W1003 Total amount of fed awd: \$ 15,420,979

 CFDA Special Supplemental Nutrition Program for  
name: Women, Infants and Children

 Fed award  
project  
description: Women, Infants & Children (2 Year)

 Fed awarding  
agency: USDA, Food and Nutrition Service

 Federal award  
indirect cost rate: n/a

| Subrecipient    | Subrecipient<br>DUNS | Fed funds for<br>This Supplement | Total of All Fed Funds<br>for This Activity | Subrecipient | Subrecipient<br>DUNS | Fed funds for<br>This Supplement | Total of All Fed Funds<br>for This Activity |
|-----------------|----------------------|----------------------------------|---|--------------|----------------------|----------------------------------|---|
| Alamance        | 965194483            | 19,059                           | 795,417                                     | Jackson      | 019728518            | 401                              | 158,999                                     |
| Albemarle       | 130537822            | 1,863                            | 789,972                                     | Johnston     | 097599104            | 49,736                           | 813,026                                     |
| Alexander       | 030495105            | 364                              | 144,508                                     | Jones        | 095116935            | 108                              | 42,678                                      |
| Anson           | 847163029            | 380                              | 150,860                                     | Lee          | 067439703            | 849                              | 337,053                                     |
| Appalachian     | 780131541            | 2,106                            | 309,996                                     | Lenoir       | 042789748            | 15,612                           | 413,196                                     |
| Beaufort        | 091567776            | 7,334                            | 282,158                                     | Lincoln      | 086869336            | 798                              | 316,608                                     |
| Bladen          | 084171628            | 4,981                            | 202,387                                     | Macon        | 070626825            | 483                              | 191,751                                     |
| Brunswick       | 091571349            | 29,426                           | 506,804                                     | Madison      | 831052873            | 4,517                            | 84,113                                      |
| Buncombe        | 879203560            | 34,372                           | 860,032                                     | MTW          | 087204173            | 650                              | 258,050                                     |
| Burke           | 883321205            | 19,194                           | 454,794                                     | Mecklenburg  | 074498353            | 274,102                          | 4,002,442                                   |
| Cabarrus        | 143408289            | 23,886                           | 674,118                                     | Montgomery   | 025384603            | 6,244                            | 178,108                                     |
| Caldwell        | 948113402            | 938                              | 371,448                                     | Moore        | 050988146            | 2,179                            | 339,175                                     |
| Carteret        | 058735804            | 10,326                           | 253,668                                     | Nash         | 050425677            | 1,393                            | 552,823                                     |
| Caswell         | 077846053            | 254                              | 100,640                                     | New Hanover  | 040029563            | 49,095                           | 657,153                                     |
| Catawba         | 083677138            | 1,804                            | 716,188                                     | Northampton  | 097594477            | 246                              | 97,662                                      |
| Chatham         | 131356607            | =                                | =   | Onslow       | 172663270            | 3,218                            | 1,277,348                                   |
| Cherokee        | 130705072            | 341                              | 135,179                                     | Orange       | 139209659            | =                                | =   |
| Clay            | 145058231            | 130                              | 51,610                                      | Pamlico      | 097600456            | 147                              | 58,359                                      |
| Cleveland       | 879924850            | 73,052                           | 636,362                                     | Pender       | 100955413            | 692                              | 274,724                                     |
| Columbus        | 040040016            | 18,441                           | 320,193                                     | Person       | 091563718            | 472                              | 187,384                                     |
| Craven          | 091564294            | 1,322                            | 524,636                                     | Pitt         | 080889694            | 34,544                           | 928,118                                     |
| Cumberland      | 123914376            | 5,943                            | 2,359,371                                   | Polk         | 079067930            | 2,278                            | 49,600                                      |
| Dare            | 082358631            | 293                              | 116,123                                     | Randolph     | 027873132            | 17,696                           | 648,722                                     |
| Davidson        | 077839744            | 36,839                           | 688,853                                     | Richmond     | 070621339            | 24,181                           | 409,545                                     |
| Davie           | 076526651            | 4,961                            | 161,579                                     | Robeson      | 082367871            | 17,398                           | 793,360                                     |
| Duplin          | 095124798            | 17,706                           | 422,814                                     | Rockingham   | 077847143            | 7,141                            | 435,613                                     |
| Durham          | 088564075            | =                                | =   | *Rowan       | 074494014            | 10,723                           | 509,881                                     |
| Edgecombe       | 093125375            | 845                              | 389,387                                     | Sampson      | 825573975            | 27,343                           | 370,081                                     |
| Foothills       | 782359004            | 8,229                            | 571,539                                     | Scotland     | 091564146            | 775                              | 307,675                                     |
| Forsyth         | 105316439            | 72,048                           | 1,717,032                                   | Stanly       | 131060829            | 19,787                           | 328,667                                     |
| Franklin        | 084168632            | 620                              | 246,140                                     | Stokes       | 085442705            | 6,544                            | 165,736                                     |
| Gaston          | 071062186            | 27,476                           | 850,166                                     | Surry        | 077821858            | 837                              | 332,289                                     |
| Graham          | 020952383            | 161                              | 63,719                                      | Swain        | 146437553            | 154                              | 309,140                                     |
| Granville-Vance | 063347626            | 28,697                           | 578,939                                     | Toe River    | 113345201            | 600                              | 238,200                                     |
| Greene          | 091564591            | 2,182                            | 143,158                                     | Transylvania | 030494215            | 5,755                            | 115,447                                     |
| Guilford        | 071563613            | 132,629                          | 2,628,419                                   | Union        | 079051637            | 28,033                           | 611,143                                     |
| Halifax         | 014305957            | 4,478                            | 331,376                                     | Wake         | 019625961            | 230,106                          | 3,265,842                                   |
| Harnett         | 091565986            | 33,732                           | 605,952                                     | Warren       | 030239953            | 262                              | 104,014                                     |
| Haywood         | 070620232            | 8,263                            | 256,357                                     | Wayne        | 040036170            | 34,429                           | 849,793                                     |
| Henderson       | 085021470            | 920                              | 365,042                                     | Wilkes       | 067439950            | 844                              | 334,870                                     |
| Hoke            | 091563643            | 896                              | 355,514                                     | Wilson       | 075585695            | 7,803                            | 648,950                                     |
| Hyde            | 832526243            | 49                               | 19,255                                      | Yadkin       | 089910624            | 1,265                            | 206,195                                     |
| Iredell         | 074504507            | 1,643                            | 652,073                                     |              |                      |                                  |   |

## MENTAL REQUEST FOR BUDGET ACTION

**To align budget with awarded funding through the Mayor's Award Grant.**

Date: 4/18/2022

**Reviewed:**

AMS



Alyssa Harris, MPH  
Public Health Director

Main Telephone: (704) 216-8777  
FAX: (704) 216-7981



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

April 20, 2022

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align the budget with the awarded funding from the Mayor's Award Grant of \$50,000.

Kind Regards,

A handwritten signature in black ink, appearing to read "Alyssa Harris", is written over a horizontal line.

Alyssa Harris, Public Health Director



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

**MEMO**

**To:** Rowan County Board of Commissioners  
**CC:** Aaron Church, County Manager  
**From:** Alyssa Harris, Public Health Director  
**Subject:** 5,2,1,0 Lifestyle Medicine Program funding from the City of Salisbury  
**Date:** April 20, 2022

**Situation:**

Healthy Rowan, which is managed by Rowan County Public Health, was approached by Mayor of the City of Salisbury to apply for funding from the United States Conference of Mayors to develop a pediatric Lifestyle Medicine program. The grant of \$50,000 was awarded to the City of Salisbury. The City of Salisbury is providing Healthy Rowan with the full \$50,00 to improve the lives of Salisbury and Rowan County children. There is no match required for this funding.

**Background:**

Healthy Rowan, under direction of RCPH, works to address the three priority areas of the Rowan County Community Health Needs Assessment -- Healthy Lifestyle Behaviors, Mental Health, and Substance Use. This grant funding will establish a pediatric Lifestyle Medicine program to address childhood obesity within Salisbury.

The award provides an opportunity for Rowan County Public Health to serve as the chief health strategy organization to establish a network of partners to identify children with obesity, assess their family's economic status, and refer eligible families to a variety of services within Rowan County. This referral process will connect families to affordable and nutritious food, nutrition education, and physical activity programs for children. This program creates a sustainable system to connect children with resources to improve health and reduce poor health outcomes.

**Assessment:**

This funding would allow RCPH to improve the health and wellbeing of children in Rowan County by increasing the whole family's nutritious food consumption, increase in nutrition education, and increase in safe and equitable physical activity opportunities.

**Recommendation:**

We respectfully ask the Board of Commissioners accept the \$50,000 in funding for Healthy Rowan to establish and carry out the pediatric Lifestyle Medicine Program 5,2,1,0.



Office of the  
Mayor

## City of Salisbury North Carolina

October 15, 2021

Mr. Tom Cochran  
Executive Director  
The United States Conference of Mayors

To Mr. Tom Cochran,

I am in support of the Healthy Rowan Coalition 5-2-1-0 Families proposal. Over 80% of chronic diseases are due to unhealthy lifestyles. The 2018 Rowan County Community Needs Assessment reported 39.1% of patients at Salisbury Pediatrics from birth to 18 years of age are overweight or obese increasing the risk for developing one or more chronic diseases during their youth and into early adulthood. This program will integrate the Lifestyle Medicine principles including healthy eating and physical activity into clinical practice through the 5-2-1-0 evidence-based model.

The City of Salisbury believes in the power of Lifestyle Medicine in preventing, treating, and reversing some chronic health conditions. We strive to increase access to healthier foods and beverages for residents through our local farmers market which accepts SNAP and EBT as well as our Healthy Foods Policy for City employees. In addition, since 2020 the City of Salisbury has partnered with the Healthy Rowan Coalition each year to declare the month of May as Exercise is Medicine® month. This provides a time to encourage healthcare providers and patients to have conversations around the ways physical activity can improve health and promote ways to be active in the community. Residents are encouraged to walk and enjoy greenspaces such as our newly developed Bell Tower Green Park.

Through this award, the City of Salisbury will build upon our existing Exercise is Medicine® proclamation to include a Lifestyle Medicine proclamation for the month of June 2022. We will partner with the Healthy Rowan Coalition to offer a City of Salisbury Open Space Event utilizing the 5-2-1-0 message to promote healthy eating and physical activity through biking, yoga, cooking demonstrations, a guided walk with a local doctor, and other lifestyle activities. Lastly, the City of Salisbury will promote Exercise is Medicine, Lifestyle Medicine and 5-2-1-0 messages and events throughout the City using social media platforms.

We look forward to promoting the Healthy Rowan 5-2-1-0 initiative.

Sincerely,

Karen K. Alexander  
Mayor of the City of Salisbury



## THE UNITED STATES CONFERENCE OF MAYORS

1620 EYE STREET, NORTHWEST  
WASHINGTON, D.C. 20006  
TELEPHONE (202) 293-7530  
FAX (202) 293-2352  
URL: [www.usmayors.org](http://www.usmayors.org)

February 23, 2022

The Honorable Karen K. Alexander  
City of Salisbury  
217 S. Main Street  
Salisbury, NC 28144

Dear Mayor Alexander,

Congratulations again to the City of Salisbury and the 5-2-1-0 Prescription Program on winning 2<sup>nd</sup> place in the Small City category of the 2022 Childhood Obesity Prevention & Environmental Health and Sustainability Awards.

A lovely commemorative silver Revere bowl will be arriving at your office soon. Additionally, the City of Salisbury will receive a check for \$50,000 dollars in support of the program, per instructions from your office.

We are requesting that award recipients submit a brief (two- to three-page) final report highlighting any progress, changes, and/or challenges to the program over the course of the grant period. This report should be compiled by a program officer or city official who is knowledgeable about and engaged with your program. We'd appreciate receiving your report no later than January 31, 2023. Alternately, you may choose to submit several shorter quarterly or biannual reports over the course of the grant period.

Again, congratulations on this award! If you have any questions, please do not hesitate to contact USCM Assistant Executive Director Judy Sheahan at [jsheahan@usmayors.org](mailto:jsheahan@usmayors.org) at (202) 355-8540.

Sincerely,

A handwritten signature in cursive script that reads "Tom Cochran".

---

Tom Cochran  
CEO & Executive Director

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

Date: 4/21/2022

[illegible]

wage requires specific justification for how it responds to the needs of these workers.”<sup>7</sup>

- Eligible employees must have been, or will be required to be, physically present at their jobs for at least 154 hours.

### **Longevity/Merit Plan**

The FY 2022 budget recommends the continued implementation of an on-going Longevity/Merit Program with an appropriation of \$525,719. This will address current and on-going salary compression issues by recognizing and rewarding employees for their length of service. The program will run annually and independently from other types of increases that may be implemented in any given year, such as cost-of-living adjustments.

The formula will be applied to pay after other increases. All eligible employees will receive between 0.5% and 2.0% longevity pay in FY 2022 in July 2021.

The Longevity Program increases an employee's salary base pay based on the following formula:

0.5% increase for benefitted employees with at least one (1), but less than five (5), continuous years of service as of June 30<sup>th</sup>

1.0% increase for benefitted employees with at least five (5), but less than ten (10), continuous years of service as of June 30<sup>th</sup>

1.5% increase for benefitted employees with at least ten (10), but less than fifteen (15), continuous years of service as of June 30<sup>th</sup>

2.0% increase for benefitted employees with at least fifteen (15) continuous years of service as of June 30<sup>th</sup>

The above formula for part-time benefitted employees will be pro-rated based upon average hours worked per week.

### **Rowan-Cabarrus Community College**

For FY 2022, the College requested \$54,186,709. This request includes a request for funding the project approved by the voters in FY 2020. The recommended budget does not include this project at this time. However, \$1 million dollars is being recommended to assist the college with architect fees in anticipation for the project starting in FY 2023, in which a tax increase of approximately 3.5 cents will be required. The \$1 million dollars shall be paid back to the County with the general obligation bond proceeds.

<sup>7</sup> FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs. 10 May, 2021: <https://home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL1-508A.pdf>



**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:** April 21, 2022  
**SUBJECT:** Consider Approval of Board Appointments

---

**ATTACHMENTS:**

**Description**

May Board Appointments

**Upload Date**

4/25/2022

**Type**

Cover Memo

**MONTHLY BOARD APPOINTMENTS**  
**May 2, 2022**  
**COMMISSION MEETING**

---

**JUVENILE CRIME PREVENTION COUNCIL**

The Board of Commissioners appointed Jeremy Jacobs on March 1, 2021 to complete the remainder of the term for a previous member. The seat is for a member of the General Public. Unfortunately, Mr. Jacobs work schedule has prevented him from attending JCPC meetings since July of 2021. In accordance with the Resolution adopted by the Board of Commissioners, which governs the advisory board process, the Board is asked to officially remove Mr. Jacobs in order to provide interested citizens with an opportunity to serve.

The Board received an application from Henry Ricardo Smith. If approved, Mr. Smith would fill the remainder of Mr. Jacobs term (above), which would expire on June 30, 2022. At that time Mr. Smith would be eligible for reappointment.

**ROWAN ECONOMIC DEVELOPMENT COUNCIL**

Tony Watlington, Sr. resigned from this Council due to accepting another position out of state.

The Commissioners are asked to officially accept the resignation.

**TOWN OF FAITH ZONING – ETJ**

Vickie Miller applied for reappointment as an ETJ member and if approved, the term would expire May 31, 2025.

# Mr. Henry Ricardo Smith

Rowan County | Generated 3/15/2022 @ 11:11 am by OnBoard2 - Powered by ClerkBase

## Status

|                  | Name                    | Board (Rank)                                | Vacancies | Status  |
|------------------|-------------------------|---|-----------|---------|
| Application Date | Mr. Henry Ricardo Smith | Rowan Transit System Advisory Committee (1) | 1         | Pending |
| Expiration Date  | 3/15/2022               |   |           |         |
| Board Member     | 3/15/2024               | Juvenile Crime Prevention Council (2)       | 6         | Pending |
| Status           | Henry Ricardo Smith     |   |           |         |
|                  | Validated               |   |           |         |

## Basic Information

### Name

Mr. Henry Ricardo Smith

### Business/Civic Experience and why you feel you are qualified for this appointment:

I have been very active in the community working with politicians to improve the quality of life in underserved areas. I have volunteered several years to help with the Rowan Chamber Commerce Dragon Boat Festival. It is through my business and work experience that will allow me to be an asset to this board.

After receiving my BS Degree from Livingstone College, I worked over 25 years in the car industry and over 4 years in the school system. I worked at Duman Auto Dealership, Suffolk, Va for 22 years in various management positions. I worked three years at Sunbelt Automotive in Albemarle, NC. I retired in 2017 only to go back to work in the Rowan School System as a substitute teacher. After substituting for two years, I was asked to work full-time as a teacher assistant in the Title 1 Pre-Kindergarten Program at North Rowan Elementary School. Working in the car industry for over 25 years has given me the experience and contacts needed to understand the transportation and the systems in place that govern it. Also, I have the management skills necessary to get things done.

I am capable of reviewing proposals and reports to provide valuable feedback and recommendations. My experience with children has sharpened the skills necessary to be patient and flexible in stressful situations. I can work with a wide range of people and personalities.

### Have you ever been convicted of a felony?

No

### County of Residence

No

## Other Questions

### Question #4

#### Are you a Rowan County Government employee?

- No

## Gender

### What is your gender?

- Male

## Contact Information

### Address

310 Candlewick Dr  
Salisbury, NC 28147

### Resident

Yes

### Phone

7048709172

### Cell Phone

7048709172

### Email

meanttobe2015@gmail.com

## Occupation

### Employer

Rowan Salisbury School System

### Occupation

Pre-K Teacher Assistant

## Additional Information



**Tony Watlington, Sr., Ed.D.**  
Superintendent  
Work: 704-630-6102

---

April 12, 2022

Rod Crider  
President & CEO  
Rowan Economic Development Council  
204 East Innes Street, Suite 220  
Salisbury, NC 28144

Dear Ms. Harris,

This letter is to inform you that I am resigning my position as a member of the Rowan Economic Development Council effective April 15, 2022, due to resigning my position of Superintendent for Rowan-Salisbury Schools and relocating to the School District of Philadelphia to serve as Superintendent.

I have thoroughly enjoyed the opportunity to serve on this board and will certainly miss the wonderful people of Rowan County.

Sincerely,

Tony Watlington, Sr., Ed.D

# Vickie Petrea Miller

Rowan County | Generated 4/22/2022 @ 11:12 am by OnBoard2 - Powered by ClerkBase

## Status

|                  |                      |
|------------------|----------------------|
| Name             | Vickie Petrea Miller |
| Application Date | 4/22/2022            |
| Expiration Date  | 4/22/2024            |
| Board Member     | Vickie Miller        |
| Status           | Validated            |

## Board

Town of Faith Zoning - ETJ

## Vacancies

0

## Status

BoC Meeting

## Basic Information

**Name**  
Vickie Petrea Miller

**Business/Civic Experience and ...**  
I have been on board for several years.

**Have you ever been convicted o...**  
No

**County of Residence**  
Rowan

## Contact Information

**Address**  
5575 Mt. Hope Ch. Road  
Salisbury, AL 28146

**Resident**  
Yes

**Ward/District**

**Phone**  
17042792345

**Cell Phone**  
7042139606

**Email**  
vickie8458@windstream.net

## Occupation

**Employer**  
Miller-Poole Agency, Inc.

**Occupation**  
Insurance agent

## Other Questions

### Question #4

**Are you a Rowan County Government employee?**  
No

## Gender

**What is your gender?**  
Female