



## **ROWAN COUNTY COMMISSION AGENDA**

**June 6, 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: May 16, 2022

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

- A. Cannon Foundation Grant Application
- B. Addendum C to Systel Business Equipment Co., Inc.
- C. Tyler Technologies Contract for Online Payments

- D. Mid-Carolina Aviation First Lease Amendment LFBO
  - E. Schedule Public Hearing for HLC 01-22
  - F. Request to Waive Cost for Re-Advertisement of Public Hearing for Red Rock Rezoning
  - G. Schedule Public Hearing for Z 04-22: Red Rock Developments LLC. for June 20 2022
  - H. Request for Incentive Agreement Amendment - Teijin
  - I. Fireworks Display; Nazareth Children's Home
  - J. Chemical Booster Station - Change Order
  - K. On-Airport Obstruction Removal
  - L. FAA Airport Improvement Program (AIP) Sponsor Certifications
  - M. Juvenile Crime Prevention Council FY 22-23 Certification
  - N. Juvenile Crime Prevention Council FY 22-23 Funding
  - O. Contract with Republic Services of NC
- 2 Special Recognition
- A. 4H Presentation by Christian Stebe
- 3 Public Comment Period
- 4 Public Hearing for Request for Revised Incentive Terms for Red Rock Developments
- 5 Public Hearing: ZTA 01-22
- 6 Road Name Change-Public Hearing
- 7 Real Estate Purchase Contract for Rowan-Salisbury School System
- 8 Board of Education Surplus Property - Enochville Elementary
- 9 Discussion Regarding July Meeting Schedule
- 10 Budget Amendments
- 11 Consider Approval of Board Appointments
- 12 Closed Session
- To Consider Approval of Closed Session Minutes
  - For Attorney-Client Privileged Communication
- 13 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:** May 23, 2022  
**SUBJECT:** Consider Approval of the Minutes: May 16, 2022

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**ATTACHMENTS:**

**Description**

May 16, 2022 Minutes

**Upload Date**

5/23/2022

**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 May 16, 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  
Judy Klusman, Member

Absent: Craig Pierce, Member

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

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

- Chairman Edds added an addendum to the contract with McGuire Woods Consulting. Chairman Edds added the issue to the Consent Agenda as Item S.
- Chairman Edds requested to strike agenda item #4 (Public Hearing for Z 04-22). Chairman Edds reported that Red Rock LLC had a couple items to finalize and had asked for the public hearing to be pulled until the June 6, 2022 meeting. (Please Note: This matter was revisited at the end of the current meeting and the public hearing was rescheduled for June 20, 2022).
- Chairman Edds requested to schedule a public hearing for June 6, 2022 to consider economic development incentives for Red Rock LLC. Chairman Edds added the request to the Consent Agenda as Item T.

## **CONSIDER DELETIONS FROM THE AGENDA**

(See deletion above).

## **CONSIDER APPROVAL OF THE AGENDA**

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

## **CONSIDER APPROVAL OF THE MINUTES**

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the May 2, 2022 Commission Meeting passed unanimously (4-0).

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

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

The Consent Agenda consisted of the following:

- A. Kania Law Firm, P.A. Contract Amendment
- B. Schedule Public Hearing: ZTA 01-22
- C. Allow Contract Negotiation for Inmate Communications System
- D. Schedule Public Hearing for June 20, 2022 for Road Closure Request
- E. NC State Highway Patrol Hangar Lease (Hangar 20)
- F. Margaret C. Woodson Foundation Grant Award
- G. Schedule Public Hearing for FY 2022-23 Proposed Budget
- H. Allow Contract Negotiation for Solid Waste Collection System
- I. Report of 2021 Delinquent Tax
- J. Tax Refunds for Approval
- K. Schedule Public Hearing for June 6, 2022: Road Name Change
- L. Approval of Bank of America Exterior Lighting at ATM Located at WEP
- M. Ellis Cross-Country Lease and Option Agreement With HomeTrust Bank
- N. Second Amendment to Lease for Lisa's Hair Salon
- O. Amos Aviation Third Lease Amendment LFBO
- P. Resolution Requesting City of Salisbury Release Portion of its ETJ for Airport
- Q. Professional Services Agreement with Benesch for Woodleaf Community Park
- R. Acceptance of Emergency Management Performance Grant Award
- S. Addendum to contract with McGuire Woods Consulting - addition to the Consent Agenda as follows:

1. Expenses: Rowan County will be responsible for expenses MWC incurs in providing services under this Agreement, including but not limited to lobbyist and principal registration fees, travel costs, express mail and other delivery services. Any secretarial or other administrative overtime expenses will be included in the fixed fee and will not be charged to Rowan County.
2. Business Conflicts: Rowan County acknowledges that MWC represents Fab-Con Machinery Development Corporation. MWC acknowledges that Rowan County has invested substantial time and fees in this contractual relationship and Rowan County is the primary client. Thus, in the event that a conflict should arise in the representation of Fab-Con Machinery Development Corporation and Rowan County, MWC shall continue to represent Rowan County.

- a. MWC North Carolina will not engage with Rowan County with respect to local tax benefits and/or incentives.
- b. MWC North Carolina may NOT presently or in the future engage in direct government affairs or lobbying services with Rowan County on behalf of Fab-Con Machinery Development Corporation so long as Rowan County continues to be represented by MWC.

T. Schedule a Public Hearing for June 6, 2022 to Consider Economic Development Incentives for Red Rock LLC (addition to the Consent Agenda)

## **2. PUBLIC COMMENT PERIOD**

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

## **3. PUBLIC HEARING FOR Z 01-22**

Planner Aaron Poplin provided a power point as he presented the rezoning petition for Z 01-22. Mr. Poplin said Thaddeus Ogg was petitioning to rezone his two (2) parcels located at the approximate block of Cauble Road from Rural Residential (RR) to Commercial Business Industrial (CBI-CD) for the placement of a mini-storage warehouse facility. The properties were further identified as Tax Parcels 310 325 and 310 327.

This property was located in Area 2 of the Western Area Land Use Plan areas adjacent to Salisbury, Spencer, China Grove, and Landis. Area 2 encouraged mixed development throughout the area. Cauble Road was identified as a minor throughcare and the plan recommended Neighborhood Business off minor thoroughfares.

Within approximately one-half mile of the request off US 601 Highway there had been five (5) approved commercial rezonings. Three (3) of the rezoning requests were to a general NB district and the other two (2) requests were to Conditional District CBI. The current request would follow the same trend of CBI districts being requested as conditional districts.

Mr. Poplin highlighted the information in the staff report, including the consistency with the requested zoning district's purpose and intent; compatibility of all uses within the proposed district classification with other properties; potential impact on facilities such as roads, utilities and schools.

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

The Planning Board conducted a courtesy hearing for Z 01-22 at their February meeting and two (2) people spoke in opposition to the rezoning. The main concerns were the potential for increased traffic and the potential for light to shine on one (1) adjacent residential property. One person spoke in support of the rezoning indicating the proposed use would be better than other uses that could occur on the site.

The Planning Board and the applicant agreed to three (3) 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 also 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.

After the Planning Board meeting the applicant updated the site plan to reflect the conditions agreed to at the meeting. Along with addressing the conditions the applicant added a small storm water control pond to comply with any potential DEQ stormwater requirements. The applicant assured staff that any design changes required by the DEQ would not require moving the pond.

Mr. Poplin confirmed to Chairman Edds that a business would not be allowed to operate out of the storage facilities.

- The applicant, Thad Ogg, said he had purchased the property as an investment when he returned from Iraq. Mr. Ogg said there would be no office building and there would be a 6' chain link fence around perimeter. Mr. Ogg said he planned to operate from a website standpoint where customers could create their account and have 24-hour access via a gate code.

Chairman Edds opened the public hearing to receive citizen input regarding Z 01-22. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Chairman Edds moved approval of the Statement of Consistency as follows: Z 01-22 is consistent with the Western Area Land Use Plan on minor thoroughfares and is adjacent to other CBI zoned properties. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

Chairman Edds moved approval of the Statement of Reasonableness as follows: 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 motion was followed by a second from Commissioner Greene and carried unanimously (4-0).

Commissioner Greene moved approval of Z 01-22 with the improvements of combining Tax Parcels 310 325 and 310 327 into one parcel; motion lighting for dusk to dawn; and, the plantings that were discussed. The motion was seconded by Commissioner Klusman and carried unanimously (4-0)

#### **4. PUBLIC HEARING FOR Z 04-22: RED ROCK DEVELOPMENT LLC.**

This public hearing was deleted at the beginning of the meeting.

#### **5. UPDATE FROM VAYA HEALTH**

Zack Shepherd, Community Relations Regional Director for Vaya Health, provided an update to the Board regarding Vaya Health. Mr. Shepherd provided a power point as he discussed the new LME/MCO county alignments and coverage areas.

Mr. Shepherd said Vaya had broken up its catchment area into four (4) regions, with Rowan County being in region 3. The regional boards were broken up based on similar population. Mr. Shepherd continued by reviewing the composition of the regional boards and the composition for the consolidated board of directors.

Lastly, Mr. Shepherd highlighted data for those receiving care.

#### **6. FINANCIAL REPORTS**

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

- Annual Cumulative Expenditure Comparisons as of April 2022 - \$125,975,429
- Annual Cumulative Revenue Comparisons as of April 2022 - \$140,369,455
- Annual Cumulative Current Year Property Tax Comparisons as of March 2022 – \$87,439,626
- Annual Cumulative Sales Tax Comparisons as of January in FY 2022 - \$20,778,908

#### **7. BUDGET AMENDMENTS**

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

- Finance – To budget for Cooperative Extension Robertson Foundation Grants. \$8,200
- Social Services – Received funding for foster care caseworker visits to promote safe and stable families. Funding Authorizations reflect the actual amount received and may increase or decrease the original budget estimate. \$7,942
- Fund 201 - Fire Districts – Increase budget to cover fire districts' tax turnover for the rest of the fiscal year. \$435,000

- Library – Received the LSTA Adaptive Technology Grant in the amount of \$36,000 from the State Library.
- Sheriff – Recognize anticipated revenue for Concealed Weapon Permits Account and budget funds to the State Fees Concealed Weapon Account. \$32,000

Commissioner Klusman moved approval of the budget amendments as presented. The motion was seconded by Commissioner Caskey and passed unanimously (4-0).

**Note:** At this point, Chairman Edds said he would like to make a correction regarding the public hearing for the rezoning for Red Rock LLC. Chairman Edds said the Board typically held zoning hearings at 6:00 pm in order to provide citizens with the opportunity to attend the meetings. Chairman Edds said the Board would place the scheduling of the public hearing for the rezoning on the next agenda.

Chairman Edds moved the Board change the public hearing for the June 6, 2022 meeting to revisit the economic development incentive policy for Red Rock LLC. The motion was seconded by Commissioner Caskey and passed unanimously (4-0).

#### **8. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 6:29 p.m. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Melissa J. Oleen  
**DATE:** 05/18/2022  
**SUBJECT:** Cannon Foundation Grant Application

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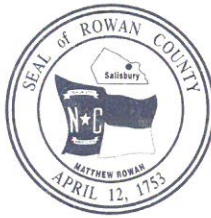
Please see attached memorandum and supporting exhibit.

Please approve the library to apply for a Cannon Foundation grant.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Cover Memo	5/18/2022	Cover Memo
Grant Application	5/18/2022	Exhibit





## Rowan Public Library

[www.rowanpubliclibrary.org](http://www.rowanpubliclibrary.org)

### MEMORANDUM

**TO:** Rowan County Board of Commissioners

**FROM:** Melissa J. Oleen, Library Director

**DATE:** May 16, 2022

**RE:** Cannon Foundation Grant Application

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The library is collaborating with the *Salisbury Post* newspaper (Salisbury Newsmedia, LLC) on a large-scale digitization project to preserve the Salisbury Post morgue. To assist with the costs of this project, the library is requesting authorization to submit a grant application to the Cannon Foundation. No matching funds are required. The grant submission deadline is June 17, 2022.

I respectfully request authorization to apply for a Cannon Foundation grant.

Thank you,

HEADQUARTERS – 201 West Fisher Street • Salisbury, NC 28144 • 704-216-8228 • FAX 704-216-8237  
EAST BRANCH – 110 Broad Street • P.O. Box 550 • Rockwell, NC 28138-0550 • 704-216-7838 • FAX 704-279-7832  
FRANK T. TADLOCK SOUTH ROWAN REGIONAL LIBRARY – 920 Kimball Road • China Grove, NC 28023-9594 • 704-216-7727 • FAX 704-855-2449  
WEST BRANCH – 201 School Street • Cleveland, NC 27013 • 704-216-8290 • FAX 704-216-8293

Equal Opportunity Employer



recycled paper

Review/Submit

## Salisbury Post Morgue Preservation Project

Cannon Foundation  
Grant Application

## Grant Request Information

Submission Deadline

June 17, 2022

<b>Short Project Title</b>	Salisbury Post Morgue Preservation Project
<b>Project Start Date</b>	10/1/2022
<b>Project End Date</b>	12/31/2023
<b>Total Project Budget</b>	\$227,773.00
<b>Amount Requested from The Cannon Charitable Interests</b>	\$25,071.00
<b>Already Raised Amount</b>	\$59,700
<b>State where project/program will be located</b>	NC
<b>County where project/program will be located</b>	Rowan

## Project Description

In July 2020, Salisbury Post editor Josh Bergeron contacted Rowan Public Library Director Melissa Oleen about partnering on a long-term solution for preserving the Post's morgue 'as is' and allowing convenient access to Post staff and RPL patrons. History Room Supervisor Gretchen Witt and Reference Librarian Paul Birkhead consulted with Bergeron, visited the morgue, and developed a comprehensive project plan and budget to meet these objectives. The plan also supports the future possibility of RPL accepting the morgue's physical contents, should this ever be desired by the Post.

The project's goal is to preserve morgue contents, which span more than 50 years. The morgue includes 88,000 envelopes of clippings, photographs, brochures, and ephemera unique to Rowan-Salisbury history stored in 30, four-drawer filing cabinets. Reporters still use this archive. With the evolving state of newspapers and the Post building for sale, the time for preserving this priceless local history collection is now.

This goal's primary objectives are to 1) perform archival quality scanning and digitizing of this fragile contextual material, 2) preserve digitized documents as one collection with multiple access points, 3) make the digitized collection easily accessible to Post reporters, and 4) provide access to the digitized collection at all RPL branches. As copyright laws cease to apply to morgue materials, RPL will continue to collaborate with the Post to make more content open access via the internet.

RPL's Edith M. Clark History Room has long been the public access archive to the Salisbury Post. The History Room maintains past issues from 1905 to present on microfilm and specialized indexes. Important issues, such as the 1953 Rowan County Centennial, are preserved in paper form. RPL recognizes the importance of preserving the Rowan-Salisbury community's shared past and maintaining its availability and accessibility.

The Salisbury Post Morgue Preservation Project (SPMPP) will be labor-intensive and entail 19,000+ hours of scanning. Funds for this project will fulfill two significant needs: extra temporary staffing and modern equipment for fast, archival quality scans and digitized document storage and retrieval.

The library plans five dedicated scanning stations that would be placed strategically throughout the four branch library system for scanning. Once the SPMPP is complete, stations will be converted to public use, allowing access to the entire digitized collection at each library branch.

Describe any planned changes to the services your organization offers for the upcoming fiscal year. If no changes, leave this question blank.



**What is the full timeline for the project from the beginning to end?**

The project has already started; staff in the History Room have begun to scan materials. Project leaders have held an informational meeting for potential volunteers to help scan materials. The meeting was successful and several people are being processed through the county volunteer system as required. Appeals for volunteers will continue throughout the project.

The "morgue" is divided into four distinct sections – Churches, Businesses, General and People with Churches the smallest section and People the largest. Once the scanner(s) are onsite, the plan is to complete scanning of all the Churches materials by the end of July of 2022; with Businesses materials by the end of November 2022; General and People materials by the end of December 2023.

This is a time-consuming project. However, as the number of scanning stations are increased, more volunteers and staff members are trained, then more materials can be processed simultaneously. The library has purchased one new scanner required for the project. Additional scanners will increase the number of staff/volunteers able to scan at any given time and the upgraded equipment will dramatically increase the efficiency of the scanning process. The project timeline is contingent upon having five scanning stations in operation by November 1, 2022.

**What is your backup plan if you do not receive consideration or full funding for this request?**

If no additional funding is received for equipment, library staff will continue to use old scanners and computers currently owned by the library to work on the project. Additional grant funding opportunities will be sought along with requests to the Rowan Public Library Foundation.

**Please provide number of clients served for the past three fiscal years (by year) and a projected number of clients served this fiscal year.**

Door Counts and Wireless Sessions

2019 - 369,207

2020 - 294,956

2021 - 139,085

2022 (Projected) - 226,500

**If you provide drug or alcohol treatment services, what percentage of your clients complete your program? Of those, what is your one year success rate?**

N/A

**Is your organization considering or in discussion about a merger or other relationship with another organization?**

No

**Number full time/part time, by program if applicable.**

37 full time and 32 regular part time The Edith M. Clark History Room has 2.6 FTEs

**Turnover during past five years**

59 employees (avg. 12/yr)

**How are you supported by your community?**

Volunteers, Friends of Rowan Public Library, Rowan Public Library Foundation

## Organization Information

**Please make sure all information is correct.**

**Parent Organization**

Rowan County

**Organization Relationship to Parent**

Owned by

**Organization Legal Name**

Rowan Public Library

**Tax ID**

56-6000336

**Doing Business As**

Rowan Public Library

**Website**

<http://www.rowanpubliclibrary.org>

**Mailing Street**

201 W. Fisher St.

**Mailing City**

Salisbury

**Mailing State**

North Carolina

**County**

Rowan

**Mailing Zip/Postal Code**

28144

**Mailing Country**

United States

**Physical Street (if different than Mailing)****Physical City**

Salisbury

**Physical State/Province**

North Carolina

**Physical Country**

United States

**Physical Zip/Postal Code**

28144

**Business Phone**

(704) 216-8240

**Services**

Library services are free and include access to a variety of print materials, digital resources and collections, WiFi, computers, laptops, study rooms, meeting rooms, storytimes for newborns through 5th grade, teen and adult programs, and outreach programs to child and adult care facilities. Information, research, homework, and technical assistance is provided by professional librarians.

**Geographic Area Served**

RPL serves Rowan County, including China Grove, Cleveland, East Spencer, Faith, Granite Quarry, Kannapolis, Landis, Rockwell, Salisbury, and Spencer. RPL serves patrons visiting from neighboring counties including Cabarrus, Davidson, & Iredell.

**Community Collaborations**

Rowan-Salisbury School System, Horizons Unlimited, Town of Cleveland, Genealogical Society of Rowan, NC Works, Piedmont Dance Theatre, Rowan Co. Home School Association, Rowan Museum, Rowan Co. Bar Association, Ruffy-Holmes Senior Center, Smart Start Rowan, Salisbury Rowan Community Action Agency/Head Start-Early Head Start Program, Rowan Reads to Newborns, Rowan County Chamber of Commerce, Rowan County Health Department, and Rowan County Extension Services.

**Affiliations**

North Carolina Library Association, American Library Association, Mid-Atlantic Library Alliance, North Carolina Public Library Directors Association, Federation of North Carolina Historical Societies, National Genealogical Society, North Carolina Genealogical Society, Genealogy Society of Southern Illinois, NC Presenters Consortium, NC Storytelling Guild, NC Digital Library (Overdrive Consortium), NC LIVE

**Mission Statement**

"Inspiring the spirit of exploration and the power of imagination, promoting the joy of reading, and supporting the life long pursuit of knowledge for all people."

**Background**

Rowan Public Library has been serving its community for over 110 years. In 1954, the research papers of Mrs. J. Frank (Mamie) McCubbins were donated to the library, firmly establishing the library as a significant genealogy research center. During the last 68 years, additional collections have been added, making RPL's history room one of the premier genealogical research centers in the southeast.

**Your Contact Information**

**Please confirm your contact information is correct. If this information needs to be updated please email [info@cannonfoundation.org](mailto:info@cannonfoundation.org) or call 704-786-8216.**

Contact our office to update info.

**Contact Type**

Salutation	Mr.
First Name	Paul
Last Name	Birkhead
fC Suffix	
Title	Librarian I
Primary Phone	(704) 216-7737
Alternate Phone	(704) 216-7737
Mailing City	Salisbury
Email	<a href="mailto:paul.birkhead@rowancountync.gov">paul.birkhead@rowancountync.gov</a>

**Primary Contact Information**

Salutation	Mrs.
First Name	Melissa
Last Name	Oleen
Suffix	
Title	Director, Rowan Public Library
Email Address	<a href="mailto:melissa.oleen@rowancountync.gov">melissa.oleen@rowancountync.gov</a>
Primary Contact Business Phone	(704) 216-8233
Primary Contact Alternate Phone	(704) 216-8233

**Other Documents Needed**

Attachments

**Organization Budget**



Sr. Number	File Name	Attachment Description (Optional)	Created Date
No Attachments		① Organization Budget FY22	

**Project Budget**

Sr. Number	File Name	Attachment Description (Optional)	Created Date
No Attachments		② Project Budget - Cannon Grant Request	

**Certification of tax-exempt status**

Sr. Number	File Name	Attachment Description (Optional)	Created Date
No Attachments		③ Letter re: Tax Exempt status	

**Secretary of State Organization Name Change Form**

Sr. Number	File Name	Attachment Description (Optional)	Created Date
No Attachments		N/A	

**Governing Body**

Sr. Number	File Name	Attachment Description (Optional)	Created Date
No Attachments		④ RPL Board of Trustees w/occupation	

**Audit Report**

**Sr. Number**   **File Name****Attachment Description (Optional)****Created Date**

No Attachments

⑤

Audit FY21

**Audit Report Two****Sr. Number**   **File Name****Attachment Description (Optional)****Created Date**

No Attachments

⑥

Audit FY20

**IRS Form 990****Sr. Number**   **File Name****Attachment Description (Optional)****Created Date**

No Attachments

See Attachment ③

**Additional Materials****Sr. Number**   **File Name****Attachment Description (Optional)****Created Date**

No Attachments

⑦

SPMPP Information

⑧

Project Budget Expense Info.

⑨

SPMPP Budget

**Certification****Name and Title of Person Certifying**

Melissa J. Oleen, Director, Rowan Public Library



1



Rowan County  
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 20221 FY2021-2022 REGULAR BUDGET										FOR PERIOD 99
ACCOUNTS FOR:										
GENERAL FUND	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2021 ACTUAL	2021 PROJECTION	2022 APPROVED	COMMENT			
TOTAL VETERAN SERV EXPENDITU	191,181.69	212,714.00	216,714.00	193,250.51	.00	244,647.00				
TOTAL VETERAN SERVICES	188,999.91	209,714.00	213,714.00	191,166.64	.00	241,647.00				
6100 LIBRARY DEPARTMENT										
LIBRARY REVENUES										
1146110 LIBRARY REVENUES										
1146110 431083 LIB FED AD	-16,054.38	.00	.00	.00	.00	.00				
1146110 431300 20007 DIS REIMB	-1,744.31	.00	.00	.00	.00	.00				
1146110 434069 LIB STATE	-173,964.00	-173,964.00	-173,569.00	-173,569.00	.00	-173,964.00				
1146110 451002 LIB FINES	-31,234.11	-40,000.00	-40,000.00	-14,849.82	.00	-40,000.00				
1146110 453060 LIB FEES	-34,199.43	-40,000.00	-40,000.00	-17,138.56	.00	-40,000.00				
1146110 489010 LIB MISC	-3,709.45	-5,000.00	-5,000.00	-4,507.51	.00	-5,000.00				
TOTAL LIBRARY REVENUES	-260,905.68	-258,964.00	-258,569.00	-210,064.89	.00	-258,964.00				
LIBRARY DONATIONS REVENUE										
1146115 LIBRARY DONATIONS REVENUE										
1146115 464100 REST DONAT	-5,267.67	.00	-59,343.00	-68,641.72	.00	.00				
1146115 495010 APP FB-RES	.00	.00	-19,877.00	.00	.00	.00				
TOTAL LIBRARY DONATIONS REVE	-5,267.67	.00	-79,220.00	-68,641.72	.00	.00				
LIBRARY EXPENDITURES										
1156110 LIBRARY EXPENDITURES										
1156110 510005 SAL-REG	1,363,255.65	1,590,492.00	1,590,492.00	1,298,980.73	.00	1,623,805.00				
1156110 510005 20002 SAL-REG	9,493.42	.00	11,200.00	54,207.43	.00	.00				
1156110 510015 SAL-PT	148,059.23	180,000.00	180,000.00	110,649.34	.00	200,000.00				
1156110 520005 HLTH INSUR	388,154.00	383,440.00	424,440.00	420,238.00	.00	480,480.00				
1156110 520008 RETIRE HI	29,050.00	29,880.00	32,760.00	32,760.00	.00	32,760.00				
1156110 520010 MEDI TAX	20,757.80	25,618.00	25,618.00	19,882.92	.00	26,292.00				
1156110 520015 RETIREMENT	124,324.41	156,783.00	156,783.00	138,946.48	.00	167,817.00				
1156110 520020 SS TAX	88,669.89	109,245.00	109,245.00	84,617.26	.00	112,250.00				
1156110 520025 WKER COMP	8,605.58	11,436.00	11,436.00	8,463.54	.00	18,111.00				
1156110 520030 401K CONTR	38,046.08	47,735.00	47,735.00	39,922.13	.00	48,735.00				
1156110 520040 COVID-BENE	-4,601.28	.00	.00	-29,801.69	.00	.00				
1156110 520046 SECURITY	392.50	730.00	3,430.00	29,801.69	.00	.00				
1156110 533001 CONTR SERV	31,167.17	36,500.00	730.00	412.90	.00	730.00				
1156110 533006 CATAL&PROC	47,082.48	58,000.00	36,500.00	34,937.22	.00	36,500.00				
1156110 533013 CLEANING	7,750.00	.00	58,000.00	46,377.46	.00	58,000.00				
1156110 534009 BINDING	1,039.79	.00	.00	.00	.00	.00				
1156110 534030 TECH-S&M	33,478.25	1,500.00	1,500.00	1,336.17	.00	1,500.00				
1156110 541040 US-WATER	7,840.09	52,565.00	49,419.00	41,985.35	.00	68,700.00				
1156110 541042 US-STRM WT	1,176.00	14,000.00	14,000.00	6,618.00	.00	14,000.00				
TOTAL LIBRARY EXPENDITURES	1,363,255.65	1,590,492.00	1,590,492.00	1,298,980.73	.00	1,623,805.00				

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Rowan County  
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 20221 FY2021-2022 REGULAR BUDGET										FOR PERIOD 99	
ACCOUNTS FOR:											
GENERAL FUND	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2021 ACTUAL	2021 PROJECTION	2022 APPROVED	COMMENT				
1156110 543005 R&M-BLDG	121,238.56	57,000.00	59,680.00	58,237.10	.00	47,000.00					
1156110 543015 R&M-EQUIP	441.28	1,000.00	2,766.00	2,744.26	.00	1,000.00					
1156110 543020 R&M-VEHIC	1,273.40	3,000.00	1,700.00	1,615.13	.00	3,000.00					
1156110 543055 R&M-PHONE	15.49	.00	.00	.00	.00	.00					
1156110 544020 RENT-L&B	7,800.00	9,360.00	9,360.00	9,360.00	.00	9,360.00					
1156110 550007 COST P COP	8,094.18	15,000.00	15,000.00	6,084.20	.00	15,000.00					
1156110 553005 TELEPHONE	7,539.85	13,000.00	13,000.00	8,029.93	.00	14,600.00					
1156110 554000 ADVERTISING	962.62	1,000.00	1,000.00	645.00	.00	1,000.00					
1156110 555000 PRINTING	3,644.83	3,500.00	3,500.00	3,456.47	.00	3,500.00					
1156110 557000 POSTAGE	7,346.21	10,000.00	10,000.00	4,749.32	.00	8,000.00					
1156110 558000 TRAVEL	6,749.43	4,500.00	4,500.00	1,685.46	.00	6,500.00					
1156110 559000 TRAINING	2,442.97	1,100.00	1,100.00	1,056.53	.00	2,100.00					
1156110 561000 P-CARD	.00	8,600.00	8,600.00	.00	.00	8,600.00					
1156110 561003 PROG MISC	368.75	400.00	400.00	397.72	.00	400.00					
1156110 561005 OFFICE SUP	14,560.09	12,000.00	12,000.00	11,411.98	.00	12,000.00					
1156110 561030 JANT'L-SUP	14,328.18	10,000.00	10,000.00	9,910.26	.00	13,000.00					
1156110 561037 LIBRA SUPP	16,747.74	10,000.00	10,000.00	9,992.60	.00	10,000.00					
1156110 561085 VEHICLE SU	830.70	750.00	750.00	740.31	.00	750.00					
1156110 561095 OTH SM EQP	10,452.19	.00	.00	.00	.00	6,000.00					
1156110 562005 ELECTRICITY	108,558.89	135,000.00	135,000.00	87,622.31	.00	135,000.00					
1156110 562020 FUEL&LUBIC	2,233.34	5,500.00	5,500.00	1,800.67	.00	11,000.00					
1156110 562025 NATRAL GAS	22,706.29	32,810.00	32,810.00	27,494.97	.00	40,000.00					
1156110 564005 AUD-VISUAL	34,942.29	25,000.00	24,605.00	24,548.52	.00	25,000.00					
1156110 564010 BOOKS	197,656.59	162,500.00	162,500.00	162,225.92	.00	160,000.00					
1156110 564040 E-RESOURCE	34,898.28	47,000.00	47,000.00	40,678.19	.00	47,000.00					
1156110 564050 DUES&SUBS	1,284.99	1,700.00	1,700.00	1,488.99	.00	1,700.00					
1156110 564060 MICROFILM	4,892.75	5,000.00	5,000.00	1,905.00	.00	5,000.00					
1156110 564070 PERIODICAL	15,235.35	15,850.00	15,850.00	12,664.38	.00	16,850.00					
1156110 564092 OTHR A/YA	149.60	150.00	150.00	149.76	.00	150.00					
1156110 575035 C/A-VECHL	23,878.61	.00	.00	.00	.00	.00					
1156110 575090 C/A-FU&EQP	.00	14,811.00	14,811.00	14,668.05	.00	60,000.00					
1156110 576030 F/A-F&EQUI	15,556.74	2,710.00	2,710.00	2,710.00	.00	.00					
1156110 582008 EMPL RET	118.71	125.00	125.00	.00	.00	250.00					
1156110 582025 20007 DISASTRELI	1,744.31	.00	.00	.00	.00	.00					
1156110 583000 PROG ACTIV	19,409.59	15,000.00	15,000.00	14,603.52	.00	15,000.00					
1156110 585073 LSTA GRANT	20,869.53	.00	.00	.00	.00	.00					
1156110 590002 BNK-CC FEE	1,665.81	5,000.00	5,000.00	997.00	.00	5,000.00					
1156110 590008 SALES&USE	2,242.86	3,500.00	3,500.00	1,118.80	.00	3,500.00					
TOTAL LIBRARY EXPENDITURES	3,081,223.34	3,331,290.00	3,389,405.00	2,866,234.64	.00	3,578,440.00					
1156115 LIBRARY DONATIONS EXPENSE	.00	.00	48,375.00	48,375.00	.00	.00					
1156115 564060 MICROFILM	.00	.00	.00	.00	.00	.00					
1156115 575090 C/A-FU&EQP	6,424.93	.00	.00	.00	.00	.00					

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# Rowan County NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 20221 FY2021-2022 REGULAR BUDGET										FOR PERIOD 99	
ACCOUNTS FOR:											
GENERAL FUND	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2021 ACTUAL	2021 PROJECTION	2022 APPROVED	COMMENT				
1156115 582035 MEM/GIFT	3,617.16	.00	30,845.00	10,230.00	.00	.00					
TOTAL LIBRARY DONATIONS EXPE	10,042.09	.00	79,220.00	58,605.00	.00	.00					
TOTAL LIBRARY DEPARTMENT	2,825,092.08	3,072,326.00	3,130,836.00	2,646,133.03	.00	3,319,476.00					
6200 PARKS AND RECREATION DEPT											
1146230 PARKS ADMIN REVENUES											
1146230 425015 PARK CONCE	-107,665.27	-172,500.00	-172,500.00	-81,939.96	.00	-200,000.00					
1146230 447001 AUT JUBILE	-52,940.50	-53,000.00	-53,000.00	1,115.00	.00	-50,000.00					
1146230 453070 FISHING FE	-1,637.40	-3,000.00	-3,000.00	-37.00	.00	-3,000.00					
1146230 453072 GOLF FEE	-35,463.00	-55,000.00	-55,000.00	-30,881.58	.00	-55,000.00					
1146230 453074 SHELTER FE	-28,362.00	-50,000.00	-50,000.00	-39,559.50	.00	-50,000.00					
1146230 462015 PK BOAT RT	-23,691.77	-30,000.00	-30,000.00	-11,350.55	.00	-30,000.00					
1146230 462020 CEL TOW RT	-15,180.00	-13,200.00	-13,200.00	-15,180.00	.00	-13,200.00					
1146230 464058 NICHLS DO	-70.99	.00	.00	.00	.00	.00					
1146230 489020 PARKS-MISC	-588.85	-300.00	-300.00	-127.50	.00	-300.00					
TOTAL PARKS ADMIN REVENUES	-265,599.78	-377,000.00	-377,000.00	-177,961.09	.00	-401,500.00					
1146231 THERAPEUTIC REC REVENUES											
1146231 464020 SEN GAM DO	-9,780.00	-10,000.00	-10,000.00	-2,610.00	.00	-10,000.00					
1146231 464100 REST DONAT	-2,085.00	.00	.00	.00	.00	.00					
1146231 495010 APP FB-RES	.00	.00	-22,091.00	.00	.00	.00					
TOTAL THERAPEUTIC REC REVENU	-11,865.00	-10,000.00	-32,091.00	-2,610.00	.00	-10,000.00					
1146232 GEM MINING REVENUES											
1146232 425015 PARK CONCE	-12,783.92	-15,000.00	-15,000.00	-23,000.12	.00	-15,000.00					
1146232 425017 PK GM JEWEL	-8,262.15	-12,000.00	-12,000.00	-15,908.05	.00	-12,000.00					
1146232 425018 PK GM RAW	-151,312.06	-217,500.00	-217,500.00	-155,275.24	.00	-225,000.00					
TOTAL GEM MINING REVENUES	-172,358.13	-244,500.00	-244,500.00	-194,183.41	.00	-252,000.00					
1146233 TRAIN/CAROUSEL REVENUES											
1146233 425031 HS-CONCESS	-25,986.89	-33,750.00	-33,750.00	-23,585.98	.00	-33,750.00					
1146233 453028 CAROUSEL F	-47,215.80	-65,000.00	-65,000.00	-27,101.75	.00	-65,000.00					
1146233 453092 TRAIN FEES	-54,324.29	-75,000.00	-75,000.00	-28,305.65	.00	-75,000.00					
TOTAL TRAIN/CAROUSEL REVENUE	-127,526.98	-173,750.00	-173,750.00	-78,993.38	.00	-173,750.00					
1146234 CAMPGROUND REVENUES											
1146234 425019 CAMP ST-CO	-12,149.67	-15,000.00	-15,000.00	-14,667.75	.00	-15,000.00					

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## ② Project Budget

### Project Budget

*Total Revenue and Total Expenses should be equal*

<u>Revenue Source</u>	<u>Amount</u>	<u>Status</u>
The Cannon Foundation	\$25,071	

<b>Total Revenue</b>	<hr/>	<b>\$25,071</b>
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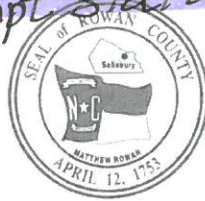
<u>Expense Description</u>	<u>Amount</u>
4 x Large-Format Flatbed Scanners	\$13,596
5 x Windows Laptops	6,245
6 x High-Capacity Mobile Storage Devices	1,380
5 x Flat Shelf Book Trucks	2,850
Archival Supplies	1,000

(Supplies include acid free manuscript boxes, photo sleeves, cotton gloves, paper and archival quality storage and transport containers)

<b>Total Expenses</b>	<hr/>	<b>\$25,071</b>
-----------------------	-------	-----------------

**\*\*** This spreadsheet provided and required by the Cannon Foundation

③ Letter re tax-exempt status



**Rowan Public Library**

[www.rowanpubliclibrary.org](http://www.rowanpubliclibrary.org)

January 31, 2022

Rowan Public Library is part of the Rowan county Government System. We are not tax exempt.

We do not file a Form 990.

Sincerely,

Pam Nance  
Administrative Asst.

HEADQUARTERS – 201 West Fisher Street • Salisbury, NC 28144 • 704-216-8228 • FAX 704-216-8237  
EAST BRANCH – 110 Broad Street • P.O. Box 550 • Rockwell, NC 28138-0550 • 704-216-7838 • FAX 704-279-7832  
FRANK T. TADLOCK SOUTH ROWAN REGIONAL LIBRARY – 920 Kimball Road • China Grove, NC 28023-9594 • 704-216-7727 • FAX 704-855-2449

Equal Opportunity Employer

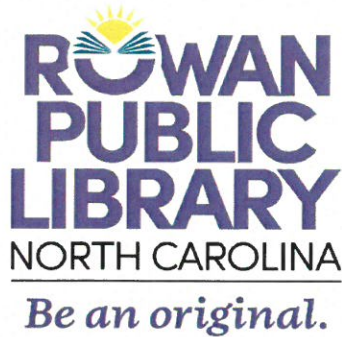


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# ④ Governing Body



## RPL Board of Trustees

2022

### Dale Basinger

Ex-Officio - RPL Foundation  
7520 Pop Basinger Road  
Rockwell, NC 28138  
(H) - 704-279-5427  
[dbasinger@carolina.rr.com](mailto:dbasinger@carolina.rr.com)

### Mike Caskey

Ex-Officio - County Commissioner  
130 W. Innes Street  
Salisbury, NC 28144  
(W) 704-216-8180  
[mike.caskey@rowancountync.gov](mailto:mike.caskey@rowancountync.gov)

### Betty Mickle - Co Chair

Term: 2021-2023  
219 Bethel Drive  
Salisbury, NC 28144  
(H) 704-636-4673  
(W) 704-642-9654  
[b7mickle@aol.com](mailto:b7mickle@aol.com)

### Reginald Brown

Term: 2020-2022  
815 West Thomas Street  
Salisbury, NC 28144  
(H) 704-636-2656  
(W) 704-657-5131  
[educourse.brown@gmail.com](mailto:educourse.brown@gmail.com)

### Gary Freeze - Chair

Term: 2022-2024  
725 N. Craig Street  
Salisbury, NC 28144  
(H) 704-639-1987  
( C ) 704-754-3331  
[gfreeze52@gmail.com](mailto:gfreeze52@gmail.com)

### Jennifer Nicholson

Term: 2022-2024  
725 Shinn Farm Road  
Mooresville, NC 28115  
(H) 704-223-1882  
[jlsn5576@gmail.com](mailto:jlsn5576@gmail.com)

### Pam Bloom

Term: 2022-2024  
844 North Craig Street  
Salisbury, NC 28144  
(C) 704-425-8323  
[bloompame@gmail.com](mailto:bloompame@gmail.com)

### Jenny Hubbard

Ex-Officio - Friends of RPL  
326 W. Bank Street  
Salisbury, NC 28144  
(H) - 704-258-0390  
[jen4hubbard@gmail.com](mailto:jen4hubbard@gmail.com)

### Jody A. Taylor

Term: 2022-2024  
195 Morrowfield Place  
Mt. Ulla, NC 28125  
( C ) 704-418-5398  
[JodyATaylor@outlook.com](mailto:JodyATaylor@outlook.com)  
[JodyATaylor@gmail.com](mailto:JodyATaylor@gmail.com)

### Melissa J. Oleen

Library Director  
(W) 704-216-8233  
[Melissa.Oleen@rowancountync.gov](mailto:Melissa.Oleen@rowancountync.gov)

### Laurie Lyda

Library Services Manager  
(W) 704-216-8245  
[Laurie.Lyda@rowancountync.gov](mailto:Laurie.Lyda@rowancountync.gov)

### Pam Nance

Secretary to the Board  
(W) 704-216-8231  
[Pam.Nance@rowancountync.gov](mailto:Pam.Nance@rowancountync.gov)

Rowan Public Library Board of Trustees

Occupations

**Dale Basinger**

Retired Teacher

**Mike Caskey**

Police Officer  
Rowan County Commissioner

**Betty Mickle**

Retired Teacher

**Reginald Brown**

Retired Teacher

**Dr. Gary Freeze**

Historian

**Jennifer Nicholson**

Media Coordinator

**Pam Bloom**

Retired Teacher

**Jenny Hubbard**

Author

**Jody A. Taylor**

Sales/Marketing Professional

2 of 2

\* Information required by Cannon Foundation

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⑤ Audit  
report FY21



**Rowan Public Library**

www.rowanpubliclibrary.org

April 7, 2022

To Whom It May Concern:

The Rowan County North Carolina Comprehensive Annual Financial Report for fiscal year ending June 30, 2021 can be found at the link below.

<https://rowancountync.gov/ArchiveCenter/ViewFile/Item/398>

This report is 222 pages and was prepared by the Rowan County Finance Department and James M. Howden, Finance director.

Thank you,

*Pam Nance*

Pam Nance  
Administrative Assistant

HEADQUARTERS – 201 West Fisher Street • Salisbury, NC 28144 • 704-216-8228 • FAX 704-216-8237  
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## Rowan Public Library

[www.rowanpubliclibrary.org](http://www.rowanpubliclibrary.org)

February 1, 2022

To Whom It May Concern:

The Rowan County North Carolina Comprehensive Annual Financial Report for fiscal year ending June 30, 2020 can be found at the link below.

<https://www.rowancountync.gov/ArchiveCenter/ViewFile/Item/391>

This report is 218 pages and was prepared by the Rowan County Finance Department and James M. Howden, Finance Director.

Thank you,

Pam Nance  
Administrative Assistant

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Equal Opportunity Employer



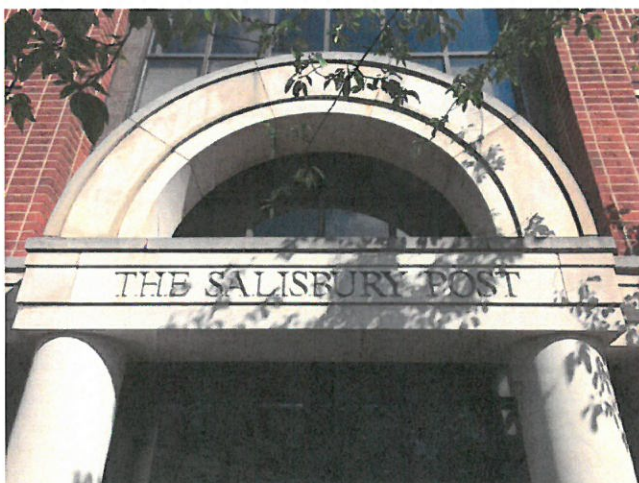
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⑦

# Salisbury Post Morgue Preservation Project



**ROWAN  
PUBLIC  
LIBRARY**

Edith M. Clark  
History Room

*Be an original.™*





**The morgue is still used by the *Salisbury Post*. While no longer rigorously maintained by staff, the contents currently remain organized.**



**When the *Post's* current building sells, the morgue's contents are in danger of being split up and lost.**



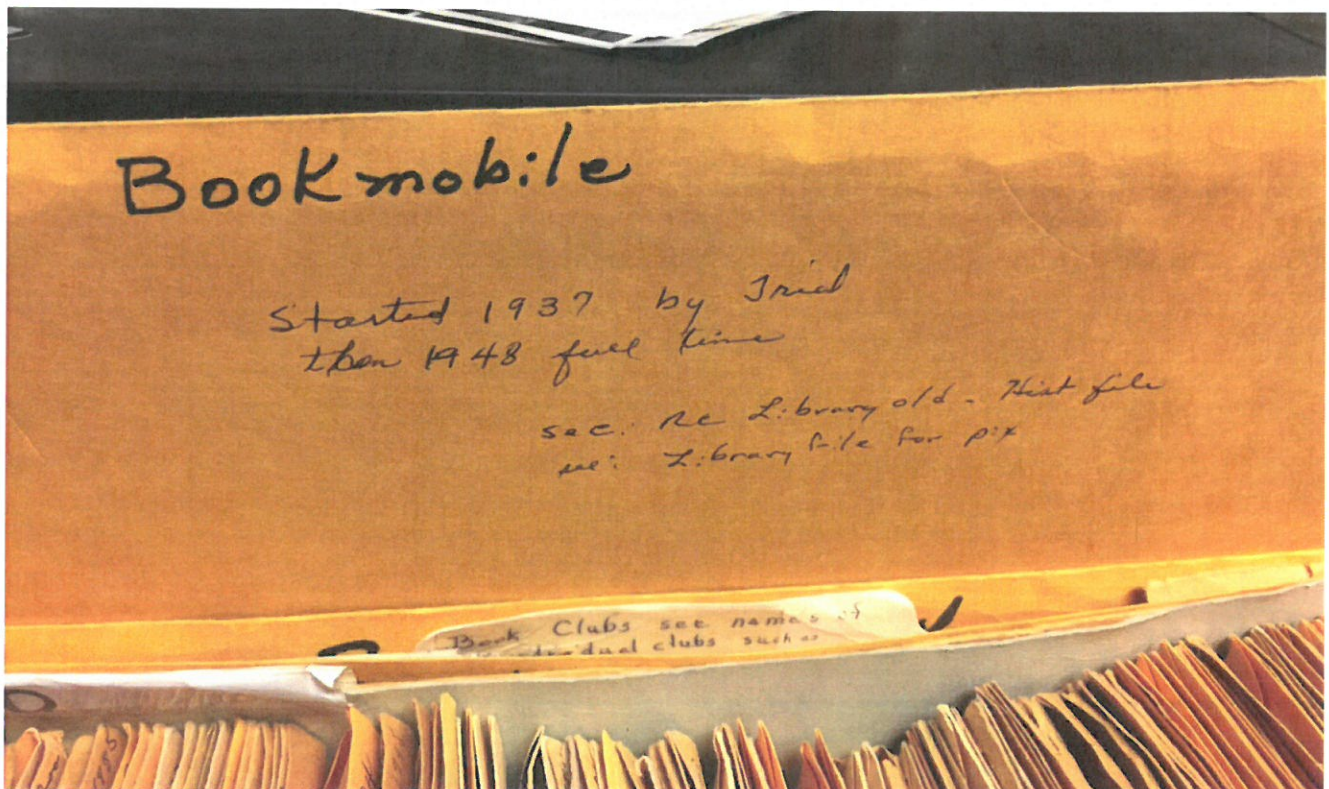
**The morgue once served as a reporter's “Google”. Preserved intact, students of journalism, information science, and history can benefit from studying how a small-town newspaper gathered and provided information to reporters charged with delivering the news of the world to local citizens.**





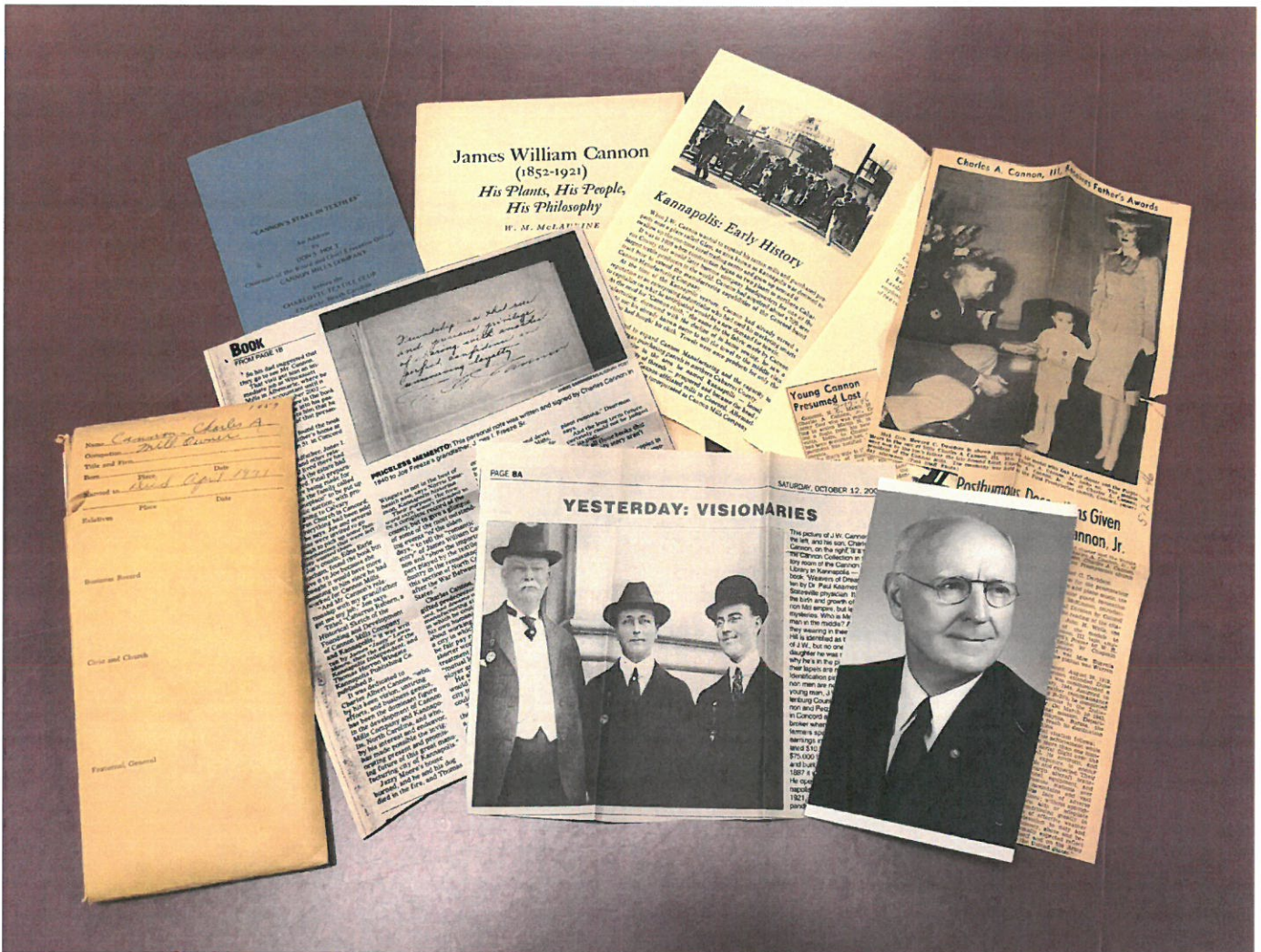


**Digitizing the morgue will preserve local history that future generations will benefit from.**

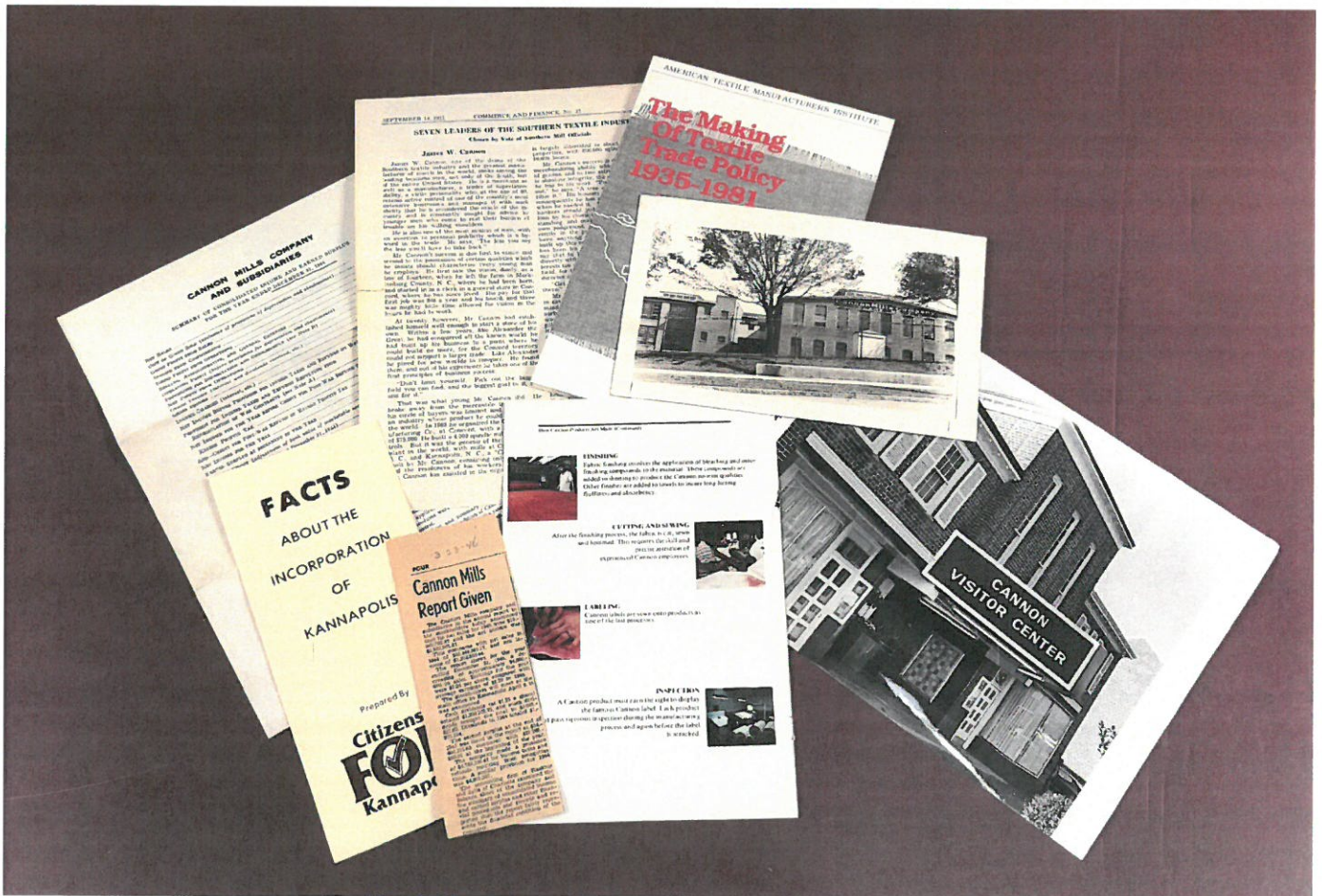
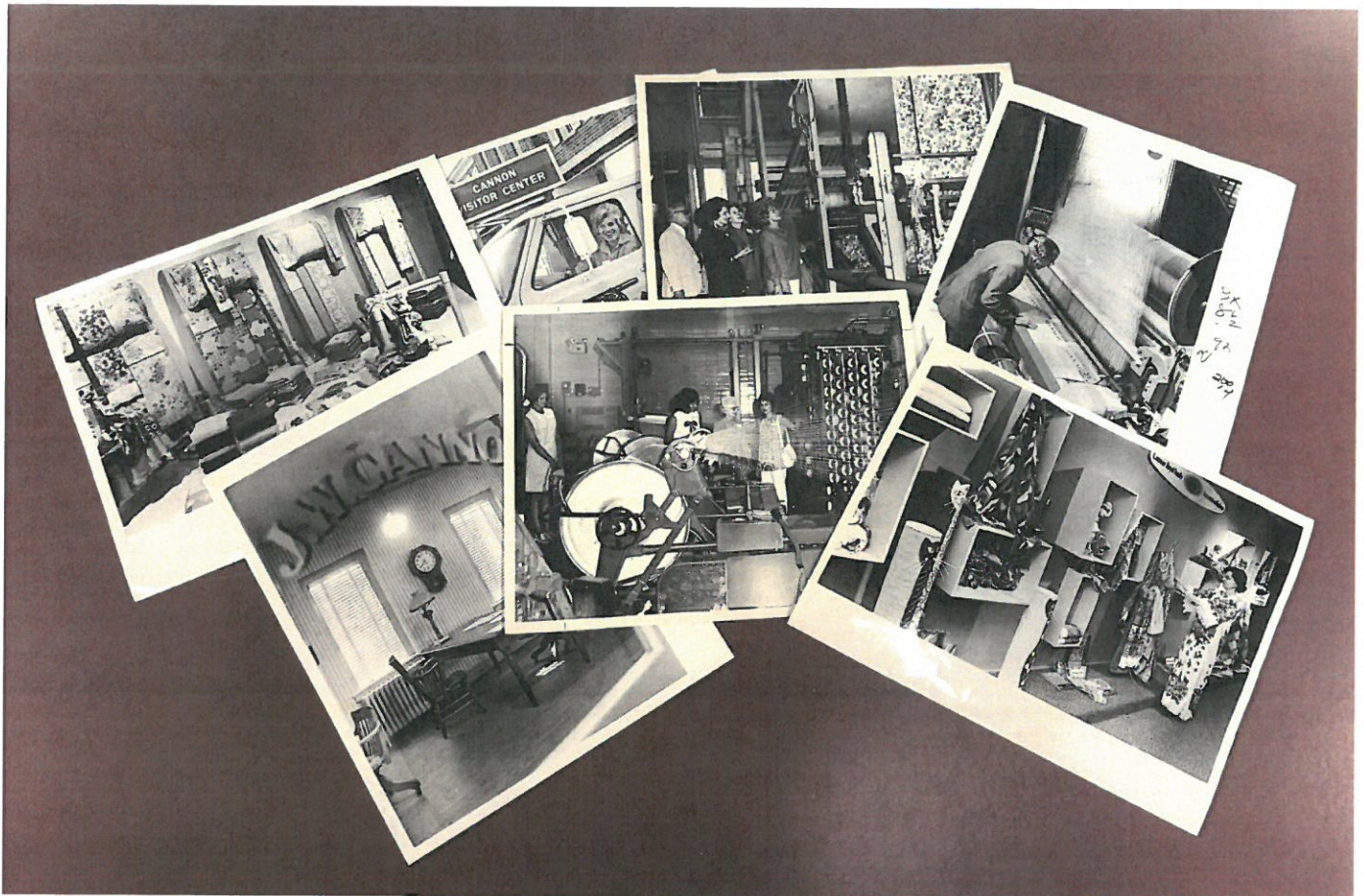




Included in that local history is information about the Cannon family and their businesses.









**With the *Salisbury Post* building for sale and the changing nature of the newspaper business, the time to preserve the morgue is now.**

**RPL wants to preserve the morgue's contents and make them accessible to the public so that everyone can appreciate and learn from this one-of-a-kind, primary, local history resource.**





# ⑧ Project Budget Expense Info.

## Large-Format Flatbed Scanners

\$ 3,399.00 each x 4 = \$ 13,596.00



### QUOTATION

EME Corporation  
7936 E. Arapahoe Ct., Suite 3800  
Centennial, Colorado 80112

Toll Free: (866) 338-4464

Phone: (303) 773-9015

Fax: (303) 773-9950

[info@largedocuments.com](mailto:info@largedocuments.com)

<b>Prepared For</b>
Rowan Public Library Gretchen Beilfuss Witt <a href="mailto:gretchen.witt@rowancountync.gov">gretchen.witt@rowancountync.gov</a> 704-216-8232 201 W. Fisher Street, Salisbury, NC 28144

Date	Quote #
4/5/2022	20220214-RPL4

ALL QUOTES ARE VALID FOR 30 DAYS

Terms	Account Manager	Delivery	Ship Via
Check, EFT, Credit Card	Brittany Schoede	TBD	Best

Qty	Description	Unit Price	Ext. Price
1	Epson Expression 12000XL Graphic Arts - 12.2" x 17.2" Color CCD Flatbed Scanner, 2400 dpi Optical Resolution	\$3,299.00	\$3,299.00
1	Epson 1-Year Limited Warranty	Included	Included
1	Large Document Solutions Remote Installation, Training and Technical Support Over the Phone/Web	Priceless	Included

Equipment Total \$3,299.00

1	Shipping: Dock-to-Dock Shipping & Handling	\$100.00	\$100.00
---	--	----------	----------

Shipping Total \$100.00

DUNS# 065874237 Cage Code: 3L8B8 Fed Tax ID# 84-1587192

No returns after 30 days. For any unused goods or equipment returned to Seller for refund or credit, Purchaser agrees to pay a restocking charge equal to 25% of the price of the goods or equipment. Used goods or equipment not in original packaging subject to a 35% restocking charge. This quotation shall remain firm for the period listed above unless modified by EME Corporation, prior to our acceptance of your order. EME shall not be liable for incidental, special, or consequential damages arising from any cause.

Equipment	\$3,299.00
Tax	N/A
Shipping	\$100.00
<b>Total - USD</b>	<b>\$3,399.00</b>

Sign Here to Authorize and Order:

Signature

Date

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# Windows Laptops

## Vostro 7510 Laptop

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24 of 27

## High-Capacity Mobile Storage Devices

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# Flat Shelf Book Trucks

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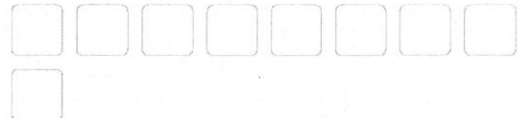
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Light Assembly

26 of 27



## SALISBURY POST MORGUE PRESERVATION PROJECT

### PROJECT BUDGET

#### PERSONNEL \_\_\_\_\_

It is estimated total completion of this one-time project will take over 19,000 hours.\* This is the equivalent of one person working 40 hours a week on the project for *nine* years. To drastically reduce this time frame, the project budget includes funds to hire one FT Librarian and five PT Library Associates for 18 months. PT Associates would work up to 20 hours per week. This would provide 10,920 dedicated staff hours to the project and allow it to be realistically completed in 1 ½ years. Existing library staff and volunteers would provide the remaining project hours.

Current cost for a FT Librarian 1 at Rowan County salary grade 15 for 18 months is \$59,908. This position would be hired in accordance with County hiring practices and procedures. Eligible candidates would meet the RoCo Librarian I Job Description, and have archival and supervisory experience.

The total cost for a PT 20hr/week Associate 1 at Rowan County salary grade 8 for 18 months is \$27,879. This position would be hired in accordance with County hiring practices and procedures. Eligible candidates would meet the RoCo Library Associate 1 Job Description and receive on the job training in archival preservation methods and archival digitization processes.

Staffing Budget: \$199,303.00

#### EQUIPMENT \_\_\_\_\_

Five Large-Format Flatbed Scanners	\$16,995
Five Windows Laptops	\$6,245
Six High-Capacity Mobile Storage Devices	\$1,380
Five Flat Shelf Book Trucks	\$2,850

Equipment Budget: \$27,470.00

#### ARCHIVAL SUPPLIES \_\_\_\_\_

This budget line covers basic archival and office supplies such as acid free manuscript boxes and photo sleeves, cotton gloves, paper and archival quality storage and transport containers.

Archival Supplies \$1,000.00

#### PROJECT INCOME SOURCES \_\_\_\_\_

State Library of North Carolina Aid to Public Libraries Fund, \$6,000.00  
RPL History Room Gift Fund, \$3,700.00  
Blanche & Julian Robertson Family Foundation, \$50,000.00  
Friends of RPL, donation under consideration  
RPL Foundation, donation under consideration  
Salisbury News Media, LLC, donation under consideration

Total Anticipated Project Budget: \$ 227,773.00

\*This number was arrived at by taking random morgue envelopes and tracking how long it took to prep and scan physical items, optimize the digital files and replace physical items back in the envelope.

5/16/2022 12:03 PM

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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 Randy Cress  
**DATE:** 6/6/2022  
**SUBJECT:** Addendum C to Systel Business Equipment Co., Inc.

---

Rowan County entered into an agreement for managed print services on July 1, 2016 with Systel Business Equipment Co., Inc. (Systel). The County and Systel wish to extend this agreement for one (1) year, for equipment and Papercuts, until June 30, 2023. The cost per copy will remain the same, \$.0137 b/w and \$.045 color for the term and PaperCuts remains the same at \$933 per month for the term.

The estimated yearly cost is \$165,400.

Attached is Addendum C.

Board of Commissioners authorize the County Manager to sign Addendum C for copy/print management services with Systel Business Equipment Co., Inc. to extend the term by one (1) year for an amount not to exceed \$165,400..

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Addendum	5/19/2022	Cover Memo

### Addendum C to Copy/Print Management Services Agreement

Systel Business Equipment Co., Inc. ("Systel") or ("Vendor") and Rowan County or ("Agency") have an existing Agreement for Managed Print Services dated July 1, 2016 ("Agreement"). The parties wish to modify the Agreement with this document ("Addendum") which hereby alters and becomes essential to the Agreement. To whatever extent the Addendum contradicts or revises the Agreement, the Addendum supersedes and controls.

Parties wish to extend the term for a period of one (1) year for the equipment and PaperCut, which gives an updated expiration date of June 30, 2023.

Cost per page remains the same, .0137 b/w and .045 color for the term.

PaperCut remains the same at \$933 per month for the term.

Rowan County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Systel Business Equipment Co., Inc.

gmshppard  
Signature

J. Michelle Shepard  
Printed Name of Signatory

VP of Sales  
Title

5/12/22  
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 Randy Cress  
**DATE:** 6/6/2022  
**SUBJECT:** Tyler Technologies Contract for Online Payments

---

Rowan County uses Tyler Technologies software to handle many of our financial, human resources, and tax needs. The County would like to enter into an agreement with Tyler Technologies to handle our online payments at the tax collectors office and some other departments. This product will be at no cost to the County but the customer who decides to pay online will have a \$2.95 cost per transaction. This is a slight increase from our current fee of \$2.60. This contract would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration 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

Attached is a quote from Tyler Technologies.

Board of Commissions to authorize the County Manager to enter into a contract with Tyler Technologies for online payment processing with the cost per transaction to the customer of \$2.95.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Quote	5/31/2022	Cover Memo



Quoted By: Steve Crysel  
Quote Expiration: 8/9/22  
Quote Name: Tyler Payments - iasWorld and EnerGov

**Sales Quotation For:**

Rowan County  
Suite 140  
130 W Innes Street  
Salisbury NC 28144-4345  
Phone: +1 (704) 216-8177

**Transaction Fees**

Description	Transaction Fees
Payments Core	
Payments Core POS	
Enterprise Permitting & Licensing Payments	
Enterprise Permitting & Licensing Payments POS	

Summary	One Time Fees	Recurring Fees
Summary Total (Entire Term)	\$ 0	\$ 0
Contract Total	\$ 0	



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.#: \_\_\_\_\_

### Comments

Tyler to use a base standard installation of the software for the starting to-be solution.

An onsite week is considered Tuesday thru Thursday. Monday and Friday will be travel days. Tyler resource time for travel days is accounted for from contract time and will reduce dollars for specific tasks (i.e. Training and Production Cutover).

Tyler has provided an estimate project duration based on the requirements shared during procurement of the solution. The project duration will be reviewed and solidified at the completion of the Assess & Define stage.

Standard Payment terms for licensed products are: (i) license fees paid at Project Initiation; (ii) maintenance fees for the first twelve (12) months are waived and commence on the one (1) year anniversary of the Project Initiation; and (iii) Professional Services fees are paid as the services are performed. Standard Payment terms for Software as a Services (SaaS) arrangements are: (i) SaaS fees paid at Project initiation; and (ii) Professional Services fees are paid as the services are performed.

In the event the 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.

Travel expenses will be invoiced as incurred per the then current Tyler Travel Policy.

Tyler's pricing does not include applicable local, city, state or federal sales, use excise, personal property or other similar taxes or duties, which Client is responsible for determining and remitting.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

<b>Payer Electronic Payment Costs</b> If passing transaction costs to the payer	
<u>Payer Card Cost</u> – Service Fee - per card transaction with Visa, MasterCard, Discover, and American Express for transactions.  <u>Applied to:</u> <ul style="list-style-type: none"> <li>Enterprise Assessment &amp; Tax – online and over the counter – property taxes</li> <li>Enterprise Permitting &amp; Licensing – online and over the counter               <ul style="list-style-type: none"> <li>Community Development</li> </ul> </li> </ul>	2.95% \$6.95 minimum
<u>Payer eCheck Cost</u> – per electronic check transaction	\$1.50
<b>Miscellaneous Costs</b>	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Card Terminal Rental</u> – Annual recurring fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	<a href="#">Lane 3000:</a> \$396 (annual recurring) <a href="#">Lane 5000:</a> \$456 (annual recurring)
<u>Card Terminal Purchase</u> – Maintenance fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	<a href="#">Lane 3000:</a> \$419 (one-time fee) <a href="#">Lane 5000:</a> \$529 (one-time fee) Plus \$180 Device Annual Support

**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:** 5/25/2022  
**SUBJECT:** Mid-Carolina Aviation First Lease Amendment LFBO

---

The current lease term for Mid-Carolina Aviation LFBO lease expired. The lease amendment extends the current lease through June 30, 2023.

Approve amendment for signature.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Lease Amendment	5/25/2022	Exhibit

North Carolina  
Rowan County

**Limited Fixed Base Operator Agreement  
First Amended Agreement**

This First Amended limited Fixed Base Operator's Agreement (the "Agreement") entered into and is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Rowan County, a body politic and corporate created by the State of North Carolina ("Lessor"), and Mid Carolina Aviation, Inc., a flight school incorporated in and with authority to do business in the State of North Carolina (Lessee").

WITNESSETH:

WHEREAS, Lessor owns, controls and operates the Rowan County Airport (the "Airport") in the County of Rowan, State of North Carolina;

WHEREAS, fixed base operation services are essential to the proper accommodation of general and commercial aviation at the airport; and

WHEREAS, Lessor has made such services available under the prior Original Agreement continuously since February 1, 2019, and Lessor now desires to make such services available at the Airport for an Extended Term with additional Leased Premises and Lessee is qualified, ready, willing and able to provide such services; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

**ARTICLE I  
EXTENDED TERM**

The Extended Term of this agreement shall be for a period of seventeen (17) months, commencing on the 1st day of February, 2022 and continuing through the 30<sup>th</sup> day of June, 2023 (the "Termination Date"), unless earlier terminated under the provisions of this agreement. Prior to the termination of this agreement, Lessor and Lessee shall have the option jointly to extend this agreement.

**ARTICLE II  
LEASED PREMISES**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following Additional Leased Premises, identified below and the right of ingress and egress for both vehicles and aircraft, and Article II(A) is amended to add the following subsection (4):

(4). Additional Leased Premises shall include sufficient space adjacent to the hangar in Subsection (1) above for outside storage of one (1) Flight Simulation Trailer.

Except as specifically amended herein, the terms and conditions of the LFBO Agreement shall remain in full force and effect.

This the day and year first above written.

LESSOR: ROWAN COUNTY  
BY:

---

LESSEE: MID CAROLINA AVIATION, INC.  
BY:

Richard D. Franklin  
Its: ☒ President



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Aaron Poplin  
**DATE:** 5/26/22  
**SUBJECT:** Schedule Public Hearing for HLC 01-22

---

The Rowan County Historic Landmarks Commission (HLC) received an application from Dr. Betsy Brown to establish St. Andrew's Episcopal Church and Cemetery as a Rowan County Historic Landmark. St. Andrew's Episcopal Church and Cemetery is located at 1115 St. Andrews Church Rd. The applicant wishes to designate the exterior of the church and the adjacent cemetery.

Schedule a public hearing for June 20, 2022.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Report	5/26/2022	Cover Memo
Designation Report	5/26/2022	Cover Memo
Letter from SHPO	5/26/2022	Cover Memo
GIS Map	5/26/2022	Cover Memo



***402 North Main Street Suite 204  
Salisbury, NC 28144***

Phone: 704-216-8588 |

Aaron.Poplin@rowancountync.gov

## MEMORANDUM

TO: Chairman Edds and the Rowan County Board of Commissioners  
FROM: Aaron Poplin, Planner  
DATE: May 26, 2022  
RE: **HLC 01-22**

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

- ☐ Schedule public hearing for **HLC-01-22** For June 20, 2022

### **REQUEST**

In June of 2020, the Rowan County Historic Landmarks Commission (HLC) received an application from Dr. Betsy Brown to establish St. Andrew's Episcopal Church and Cemetery as a Rowan County historic landmark. St. Andrew's Episcopal Church and Cemetery is located at 1115 St. Andrews Church Rd. further referenced as Rowan County Tax Parcel 806-013. The applicant wishes to designate the exterior of the church along with the cemetery.

### **BACKGROUND**

The Rowan County HLC's mission is to identify and inventory properties within the county having historical, pre-historical, architectural, and cultural significance, and make recommendations to the County Commissioners regarding sites, areas, structures, and objects to be designated as "Historical Landmarks". Since the HLC was established in 2003, the Commission has recommended eight (8) other structures for designation:

The HLC wishes to recognize St. Andrew's Episcopal Church and Cemetery because it is locally significant under the category of architecture as one of the few examples frame antebellum Episcopal churches in the state. The Church has had very few alterations since it's original construction in 1840. In 1977 and 2010 repairs were done to the Church to

address structural issues that arose from the age of the structure. The repairs used materials that were common at the time of construction to keep the character of the Church as close to the original construction as possible.

**STATE HISTORIC  
PRESERVATION OFFICE  
COMMENTS**

On December 3, 2021 Planning Staff received comments from Kristi Brantley, SHPO staff member, regarding local designation application for the St. Andrew's Episcopal Church and Cemetery. Ms. Brantley stated the Church has local significance.

SHPO recommended a few changes to the report to recognize that the repairs have stayed in character with the original construction.

**HLC COMMENTS**

Based on these comments and the revised report, the HLC recommends approval of the *St. Andrew's Episcopal Church and Cemetery* as a Rowan County historic landmark. After reviewing the application, an on-site investigation of the property, and extensive research, the HLC deems the *St. Andrew's Episcopal Church and Cemetery* to be of special significance in terms of its historical and cultural importance, and to possess integrity of design, setting, workmanship, materials, and character.

On May 10, 2022, the HLC conducted a courtesy hearing to receive comments regarding the St. Andrew's Episcopal Church and Cemetery designation. No one spoke in opposition to the designation. On a vote of 4-0, the HLC recommended landmark designation for the exterior of St. Andrew's Episcopal Church and Cemetery.

**PLANNING STAFF COMMENTS**

- Staff supports the designation of the St. Andrew's Episcopal Church and Cemetery.

## **1. General Information**

- 1.1** Name: St. Andrew's Episcopal Church and Cemetery
- 1.2** Address: 1115 St. Andrew's Church, Woodleaf NC, 27054
- 1.3** Tax Parcel Identification Number: 806013. Assessed value: \$65,556
- 1.4** Owner: Episcopal Diocese of NC, 200 West Morgan St, Suite 300, Raleigh NC 27601  
(919) 834-7474 ext. 5303.
- 1.5** Contacts:
- Dr. Betsy E. Brown, Chair, Historic St Andrew's Church Committee, PO Box 1150, Manteo, NC 27054; (919)-619-8588
- The Rev. David Sellery, Canon for Congregational Mission, Diocese of NC, 200 West Morgan Street, Suite 300, Raleigh, NC 27601; 919-834-7474,
- All property of active Episcopal parishes and churches recognized by the Diocese's Historic Property Commission is owned by the Diocese. For historic churches recognized by the Commission, support and maintenance for the site is the responsibility of a local committee.

## **2. Abstract**

### **2.1 Special Characteristics and Significance**

Davyd Foard Hood, in *The Architecture of Rowan County* (1983), describes St. Andrew's Episcopal Church as follows: "...the building possesses a statewide architectural significance and attendant historical significance because of the remarkable degree of site and structural integrity which has been maintained for the duration of its 140 [now 180] year history. . . .St. Andrew's is known to be one of the very few, if not the oldest, remaining intact ante-bellum Episcopal churches in [the western] portion of the state. The church, together with its adjacent burying ground enclosed by a dry laid stone wall, is a unique example of vernacular meeting house architecture and representative of its many frame contemporaries which have been lost or more often replaced by more ambitious brick structures" (p. 188).

The church was built by Jacob Correll in 1840 under an agreement with members of a new congregation (of which Correll was a member) who were previously communicants at Christ Church, Cleveland. Hood names the founding members as "representatives of a number of the oldest Episcopal families in Rowan County, members of the Rice, Heathman, Fraley, Marlin, Turner, Thompson, and Owens families among others." (Hood, *Rowan County*, p. 188) The members successfully petitioned to be admitted to the Diocese on May, 1840, and the first service was held on the last Sunday in August, 1840.

St. Andrew's was an active parish from 1840-1906. Gradually members transferred to St. George's, an Episcopal church built in Woodleaf in 1893 on a new road from Rowan to Davie County, with a bridge

crossing the Yadkin River. Before the bridge was built, to get to St. Andrew's from Davie County and beyond involved fording Fourth Creek and taking a ferry across the South Yadkin.

Descendants of the founding families of St. Andrew's and of the Rev. George Badger Wetmore, who served as Rector for 32 years, have maintained the church in its original design. Since 1907, a homecoming service is held every year on the last Sunday in August to celebrate the consecration of the church and graveyard. The homecoming was described in a 1909 *Salisbury Post* article, "In Memory of the Dead: Special Service at St. Andrew's." The writer notes: "For several years past, the Episcopalians in northern and western Rowan have observed the last Sunday in August as a day of special commemoration of those splendid men and women who are buried in St. Andrew's graveyard." The church and cemetery are now maintained and sustained by a committee appointed by the Bishop of the Diocese of North Carolina. The chair of the Committee represents St. Andrew's on the Diocesan Historic Properties Commission.

Hood describes the cemetery in this way: "The dry laid basalt stone wall enclosing the graveyard at St. Andrew's Church is, like the church itself, a remarkable survival. In the 19th century Rowan County nearly all of the rural church burying grounds were enclosed by stone walls of varying types. Many of these survived well into the 20th century and to recent memory. The wall at St. Andrew's alone remains pristine and intact. Here a pair of simply-hewn granite piers support an iron gate. The cemetery contains fifty-four inscribed markers and some dozen or more graves marked only by upright fieldstones." (*National Register of Historic Places Nomination*, 1982, Section 1, p. 7)

The cemetery is divided into upper and lower graveyards. White church members are buried in the upper section; in the lower section are buried enslaved persons who worshiped at the same church as their white owners and sat in the church gallery. The graves in the lower cemetery were marked not by engraved headstones but by basalt rocks from the same stone as the cemetery wall. The rocks were removed at some point in the 20<sup>th</sup> century. In recent years members of the St. Andrew's Church Committee have cleaned the lower cemetery of brush and small trees. In 2013, after the lower section of the cemetery was cleared, it was re-consecrated by Assisting Bishop William Gregg of the Diocese of NC.

### **2.1 Justification of Proposed Designation**

St. Andrew's was named to the National Register of Historic Places in 1982. It was one of the first five churches to be recognized by the Diocese of NC as a "preserved historic church" in the 1980's. Historic churches are overseen by the Historic Properties Commission of the Diocese and are supported and maintained by a committee whose members are appointed by the Bishop.

Over the years, the church and cemetery have been visited by scores of school children, college classes, and historic preservationists. It was used as a location for a film about the pre-Revolutionary "Mecklenburg Resolves," produced by the Junior League and WTVI of Charlotte, and has been studied by preservation organizations such as MESDA in Old Salem and the Colonial Williamsburg Foundation. It has been included Rowan Museum, Bicentennial and "Windshield" tours. In 2016, it was a site on the Historic Salisbury Foundation's Sacred Places tour. The church continues to be the site of weddings and baptisms.

Existing original church records date back to its establishment in 1840 through the end of the 19<sup>th</sup> century. These records give insight into the early years of Episcopal churches in the "back country" of North Carolina as well as into the relationship of enslaved people to the church of their owners and into



the life of the church during and after the Civil War. In 2015, the St. Andrew's Committee asked the University of North Carolina at Chapel Hill's Wilson Library about its interest in adding these records to the Southern Historical Collection. The University welcomed this addition, and the records are now housed in Wilson Library on campus and are accessible to researchers interested in its history. (Southern Historical Collection, St. Andrew's Episcopal Church [Rowan County, N.C.] Records, 1840-1990; Records #05673).

## **2.2 Buildings Proposed for the Designation**

The exterior and interior of the church and the graveyard and its surrounding wall will be included in the designation. A bathroom which houses a fire hose was built in the 1970s. Electricity provides a water pump and an outdoor light which includes electrical outlets but otherwise the church has never had plumbing or been electrified. The bathroom building will not be included in the designation.

## **3. Historical Background and Context**

### **3.1 Statement of Significance**

"St. Andrew's Episcopal Church and Cemetery, sheltered in a grove of trees high above Fourth Creek, is one of the oldest, if not the oldest, remaining intact frame antebellum Episcopal churches in western North Carolina. The unpainted weather-boarded church, together with its adjacent burying ground enclosed by a dry laid stone wall, is a unique Piedmont North Carolina example of vernacular meeting house architecture and representative of its many frame contemporaries which have been lost or more often replaced by more ambitious brick structures. St. Andrew's Church possesses a statewide architectural significance and attendant historical significance because of the remarkable degree of site and structural integrity which has been maintained for the duration of its 142- [now 180-] year history." (Hood, *Nomination*, Section 8, p. 1)

According to Carl Lounsbury of the Colonial Williamsburg Foundation, based on his research into the history of early American churches and meeting houses, St. Andrew's is "a good late example of a plan that was used by Anglicans/Episcopalians as early as 1608 at Jamestown. Nearly 250 years later, traces of that plan with the chancel doors shows up in piedmont North Carolina. I am impressed by its continuity." (Personal Communication, Carl Lounsbury to Lynn Hoke, Archivist, Diocese of North Carolina.) Lounsbury studied the design and measured the church in 2015 and drew the interior design of St. Andrew's which is included in this document.

"The congregation of St. Andrew's was formed early in 1840 by some twenty communicants of Christ Church [Cleveland] who withdrew to organize themselves into a separate congregation which they named St. Andrew's." (Hood, "An Essay Commemorating the Sesquicentennial of the Church" in *St. Andrew's Episcopal Church: The Sesquicentennial 1840-1990*, by Elizabeth H. Etheridge, p. 12) On April 6, 1840, four commissioners representing the congregation contracted with Jacob Correll, also a member, for the construction of a frame church, 44 feet by 34 feet. Correll was to be paid \$325 for his work. The congregation was admitted into the Diocese of North Carolina in May. Three months later, on August 30, the first service of Holy Communion was held in the newly completed St. Andrew's Church. At this time the church, with 29 communicants, was consecrated by Bishop Levi Silliman Ives. He was assisted by the Rev. Thomas T. Davis, the first pastor, who later became Bishop of South Carolina.

Hood notes: "In a county and state graced with distinguished and impressive churches, St. Andrew's holds a unique place. When it was built in 1840, its plain and workmanlike elevations were similar to log and frame houses of its communicants. It was not unique in its day. Instead, it has achieved architectural and historical significance through its longevity and the remarkable condition, nearly unaltered to the

present—150 years [now 180 years] after it was built. . . .On a statewide level, St. Andrew's is one of a small surviving group of early frame churches. It is one of four early frame rural churches that survive largely intact. With St. John's Williamsboro (Vance County) it is one of the two oldest frame Episcopal churches in the state." (Hood, "Sesquicentennial," p. 11)

"The church and its adjacent burying ground are a highly significant and virtually unaltered example of vernacular architecture recalling and expressing both the form and character of structure and landscape from the mid-nineteenth century. While a thematic survey of Episcopal churches in the state has not been undertaken, St. Andrew's is the oldest intact frame antebellum Episcopal church in western North Carolina and with St. John's Church, Williamsboro (1773), is one of the oldest intact frame Episcopal churches in the state." (*Nomination*, Section 7, p. 1)

"The majority of the stones in the burying ground at St. Andrew's Church are conventional in their design, material, and workmanship; however, at least four of the gravestones are signed by their carvers. The most important of the carvers — and the gravestones — are those cut by George Vogler for two members of the Heathman family. The oldest marked grave in the burying ground is that of Joseph Turner (1826-1842) who died 10 July 1842. The most recent grave [for 25 years] was that of William F. Kelly who died in 1962." (*Nomination*, Section 7, p. 1.) In 1987, Charles B. Swicegood, who lived across the road from the church and faithfully assisted in maintaining it, was buried there. Seven of the seventeen organizing communicants of St. Andrew's church are buried in the cemetery.

According to Hood, "The congregation of St. Andrew's Church was never particularly large in number but was nevertheless prominent in the heavily Presbyterian Scotch-Irish western Rowan County. When built the church was located on the main road between Salisbury and Mocksville, the Davie County seat, but in the late nineteenth century that road (now N.C. 801) was re-routed to the northeast and left St. Andrew's isolated" (Hood, "Sesquicentennial," p. 9). Although St. Andrew's continued to be maintained, most members attended services held at St. George's Church, Woodleaf, established in 1893. Services at St. Andrew's were discontinued in 1906. As noted above, descendants of the founders of St. Andrew's and of Rev. George Badger Wetmore, who served as priest at St. Andrew's for over 30 years, have hosted an annual homecoming service at the church on the last Sunday of August since 1907.

Hood identifies additional aspects that add to the significance of St. Andrew's Church and Cemetery:

- "St. Andrew's Church is associated with the revival of fortunes and influence of the Episcopal Church in Rowan County and North Carolina in the early decades of the nineteenth century.
- The church is associated with the lives of its parishioners, members of several of the most prominent families in western Rowan County. Jacob Correll, the builder of the church, is buried in its cemetery as are other early members and their descendants.
- The church and its cemetery embody the distinctive characteristics of a cultural and religious unit, maintained in a remarkable degree of structural and site integrity. The frame church, resting on a low stone foundation and covered with unpainted weather boards and a gabled roof, is one of western North Carolina's few remaining intact ante-bellum Episcopal churches and with its adjoining stone-enclosed churchyard is a unique interpretation of vernacular architecture." (*Nomination*, Section 7, p. 1).

"St. Andrew's Episcopal Church and Cemetery, sheltered in a grove of trees high above Fourth Creek, is one of the oldest, if not the oldest, remaining intact frame antebellum Episcopal churches in western North Carolina. The unpainted weather-boarded church, together with its adjacent burying ground enclosed by a dry laid stone wall, is a unique Piedmont North Carolina example of vernacular meeting

house architecture and representative of its many frame contemporaries which have been lost or more often replaced by more ambitious brick structures. St. Andrew's Church possesses a statewide architectural significance and attendant historical significance because of the remarkable degree of site and structural integrity which has been maintained for the duration of its 142- [now 180-] year history." (Hood, *Nomination*, Section 8, p. 1)

According to Carl Lounsbury of the Colonial Williamsburg Foundation, based on his research into the history of early American churches and meeting houses, St. Andrew's is "a good late example of a plan that was used by Anglicans/Episcopalians as early as 1608 at Jamestown. Nearly 250 years later, traces of that plan with the chancel doors shows up in piedmont North Carolina. I am impressed by its continuity." (Personal Communication, Carl Lounsbury to Lynn Hoke, Archivist, Diocese of North Carolina.)

### **3.2 Original Construction**

The contract for the construction of the church is dated 6 April 1840:

"The conditions of building a Church on the land formerly owned by Charles & Richmond Pearson on the road leading from Salisbury to Mocksville between the commissioners and Jacob Correll are as follows: the said Jacob Correll binds himself his heirs and assigns to complete the following work to wit, To finish the hull of the house 44 by 34 Including the doors & windows and sash, laying two floors, and running one flight stairs and ceiling up to the top of the Seats, and Seat it of necessity:

So we the commissioners bind ourselves our heirs and assigns to the said Jacob Correll in the sum of Three Hundred and Twenty-five dollars to be paid when the above named work is completed,

Subscribed this 6th day of April 1840"

The contract was signed by the commissioners, Joseph Turner, J. N. Watson, John Rice, and James Owens, and the builder, Jacob Correll. (*Nomination*, Section 7, p. 1)

According to Hood, "Correll was a planter of substance.... While the contract with Correll had specified that the church was to be built on land 'formerly owned by Charles and Richmond Pearson' it was not until 11 September 1840 that the Pearsons actually deeded a tract of two acres to the Vestry of St. Andrew's." (*Nomination*, Section 7, p. 3.) George Raynor records that the Pearsons were sons of Richmond Pearson who owned large tracts of property and a mill on the South Yadkin. ("Pearsons, Richmond and Charles," *The Salisbury Post*, reprinted in *Sesquicentennial*, p. 24).

### **3.3 Dates of all additions and/or alterations.**

In 1890, The Rev. Francis Johnstone Murdoch arrived at St. Luke's (Salisbury) and also assumed charge of St. Andrew's. In that period, a pair of anterooms were built into the north and east corners of the church flanking a raised chancel. At the same time the gallery was enclosed.

The property was used as a school after worship ended in 1906, but the site remained the property of the Diocese. The only evidence of this use as a school is a round opening in the ceiling for a stove pipe and the stove itself, which is stored in the east anteroom.

In 1977, a special bill was passed by the North Carolina General Assembly providing \$3,500 for stabilization and measures to protect the structure. With additional funds from the Diocese of NC and supporters of St. Andrew's, a total of \$14,000 was raised for repairs and restoration. The gallery was reopened, the floor was repaired, and railings were installed for safety. The metal roof, which was not

original, was replaced with hand-split shingles. Additional restoration included replacing some sills and studs and hand-forged hinges and locks, repairing shutters and windows, and spraying the building with a wood preservative. Many of the boards used were taken from older structures in the area and were over 100 years old. (Guy Etheridge, "Restoration and Repair," in *Sesquicentennial*, p. 26.)

In the 1980's a small "dependency" was built on the property to serve as a bathroom and house a fire-fighting hose. The building has electricity and a water pump. Electric power is also accessible on a light pole near the church. Otherwise the church has never been electrified or plumbed.

A wooden handicap ramp was built around 2000 to accommodate worshipers who cannot negotiate the wide stone steps into the church. The ramp and railing are on the cemetery side of the church and are unpainted and made of wood similar to the church's siding. The ramp is not attached to the church and, if removed, would not leave a scar on the church wall.

Since 2010, major repairs have been made to protect the structure while keeping the original character and materials to the extent possible. The original 1840's siding, which had been repaired and replaced in many areas through the years, has been replaced on the east and south sides of the church. The siding on the east, cemetery side, came from beams out of a 19th century mill torn down in Gastonia. The siding on the south side of the church was sawn from newly milled select yellow pine. Repairs have been made to some of the window frames and shutters which had worn down over the years. In 2020, the roof was once again replaced by hand-cut shingles like those used in the 1980's restoration.

In 2019, ten graves were vandalized. Luckily, the damage was largely at joints between parts of the gravestones or at their base. Five of these markers have been repaired and others will be repaired in the future.

The cemetery has for many years been roughly divided into upper and lower graveyards. White members are buried in the upper section nearer the church. In the lower section are buried enslaved persons who worshiped at the church of their white owners and sat in the church gallery. The graves in the lower cemetery were marked not by engraved headstones but by basalt rocks from the same stone as the cemetery wall. These stones were reported to have been removed in recent times (the last half of the 20th century).

Over the years the lower cemetery became overgrown while the upper section was cleared and well maintained. In the early 2000's, members of the St. Andrew's Committee began clearing the lower section. It has not been possible to identify where graves are located in this section. Modern ground-penetrating radar has been used in other old graveyards to locate graves and might be used to identify grave sites. We have also been unable to identify who is buried in those graves. Members of the Committee have talked with members of Mt. Vernon Presbyterian Church in Cleveland about their efforts to identify early members of their congregation, established after the Civil War by formerly enslaved attendees from St. Andrew's and other churches. They may be able to help identify which members may be buried at St. Andrew's. In 2013, after the lower section of the cemetery was cleared, it was re-consecrated by Assisting Bishop William Gregg of the Diocese of North Carolina.

## **4. Assessment**

### **4.1 Reasons for Significance**

**Historic Event:** As noted above, St. Andrew's Church is "associated with the revival of fortunes and influence of the Episcopal Church in Rowan County and North Carolina in the early decades of the nineteenth century." Its history reflects important periods in the history of the region and the state.

Constructed when the region was still largely agricultural, the history of the church reflects development of industry in the area, as in the decision to close the church because of shifting transportation patterns.

More important historically is the documentation in the church's records of the significant role of enslaved persons (referred to as "servants" in the church's records) to a rural, mostly agricultural society, the role of the church and its families during the Civil War (as recorded in the number of baptisms and burials of soldiers in the St. Andrew's and other churches in the community), and the creation of other congregations by newly emancipated slaves (reflected in the declining number of baptisms, confirmations and burials of formerly enslaved persons through 1866).

**Historically Significant Individual:** The long service of George Badger Wetmore at St. Andrew's (1855-1888) in the Woodleaf community and to the Episcopal Church in North Carolina makes him a significant figure of his time. His family was large and through many generations has been significant in the social and religious activities, both Episcopal and of other denominations, in the Woodleaf community.

After he was appointed as Rector for St. Andrew's and Christ Church in 1855, the leaders of the churches built a rectory in 1857 to house Rev. Wetmore and his family. He added a separate log building that served as his study and was incorporated into the house later. The house has been used as the Unity Presbyterian manse and then a private home that still stands. Wetmore was the priest-in-charge of several other Episcopal churches in the area, including St. James, Iredell County; St. Luke's, Salisbury; and St. Philips, Mocksville.

During the Civil War, according to the church records, Wetmore conducted a number of burials of soldiers at St. Andrew's as well as on land owned by the soldiers' families and at Unity Presbyterian Church. He was president of the North Carolina state council of the Friends of Temperance in 1873 and 1874. After he left his service at St. Andrew's, he served at an Episcopal church and school in Banner Elk, NC, where he is buried. A number of his letters are in the Southern Historical Collection at UNC Chapel Hill.

**Architectural Style:** In *The Architecture of Rowan County*, Hood describes St. Andrew's "statewide architectural significance and attendant historical significance because of the remarkable degree of site and structural integrity which has been maintained for the duration of its 140 [now 180] year history. . . . St. Andrew's is known to be one of the very few, if not the oldest, remaining intact ante-bellum Episcopal churches in [the western] portion of the state. The church, together with its adjacent burying ground enclosed by a dry laid stone wall, is a unique example of vernacular meeting house architecture and representative of its many frame contemporaries which have been lost or more often replaced by more ambitious brick structures" (p. 188). In his essay on the Sesquicentennial of the church Hood notes: "In a county and state graced with distinguished and impressive churches, St. Andrew's holds a unique place. When it was built in 1840, its plain and workmanlike elevations were similar to log and frame houses of its communicants. It was not unique in its day. . . . Instead, it has achieved architectural and historical significance through its longevity and the remarkable condition, nearly unaltered to the present—150 years [now 180 years] after it was built. (Hood, "Sesquicentennial," p. 11)



Carl Lounsbury of the Colonial Williamsburg Foundation describes St. Andrew's as "a good late example of a plan that was used by Anglicans/Episcopalians as early as 1608 at Jamestown. Nearly 250 years later, traces of that plan with the chancel doors shows up in piedmont North Carolina. I am impressed by its continuity." (Personal Communication, Carl Lounsbury to Lynn Hoke, Archivist, Diocese of North Carolina.)

"The dry laid basalt stone wall enclosing the graveyard at St. Andrew's Church is, like the church itself, a remarkable survival. In the 19th century Rowan County nearly all of the rural church burying grounds were enclosed by stone walls of varying types. Many of these survived well into the 20th century and to recent memory. The wall at St. Andrew's alone remains pristine and intact. Here a pair of simply-hewn granite piers support an iron gate. The cemetery contains fifty-four inscribed markers and some dozen or more graves marked only by upright fieldstones." (Hood, *National Register of Historic Places Nomination*, 1982, Section 1, p. 7)

**Archaeological Potential:** The cemetery has for many years been divided into upper and lower graveyards. White members are buried in the upper section nearer the church. In the lower section are buried enslaved persons who worshiped at the church of their white owners and sat in the church gallery. The graves in the lower cemetery were marked not by engraved headstones but by basalt rocks from the same stone as the cemetery wall. These stones were reported to have been removed in recent times (the last half of the 20th century).

Over the years the lower cemetery became overgrown while the upper section was cleared and well maintained. In the early 2000's, members of the St. Andrew's Committee began clearing the lower section. It has not been possible to identify where graves are located in this section. Modern ground-penetrating radar has been used to locate old burials and might be used to identify possible grave sites. We have also been unable to identify who is buried in those graves. Members of the Committee have talked with members of Mt. Vernon Presbyterian Church in Cleveland about their efforts to identify early members of their congregation, established after the Civil War by formerly enslaved attendees from St. Andrew's and other churches. They may be able to help identify which members may be buried at St. Andrew's.

#### **4.2 Architectural Description**

From Hood's *National Register* nomination:

"The weather-boarded frame church rests on a complete dry-laid stone foundation and is covered with a wood shingle gable roof. The front southwest elevation has a three-bay division on the first story with a two-bay arrangement in the gable above. Large partially shaped granite steps lead up the double leaf board and batten doors in the outer bays. Between them is a window opening containing a nine-over-nine sash protected by board and batten blinds on strap hinges. The arrangement of doors and windows continues throughout the first story. High in the gable end are a pair of windows containing six-over-six sash which provide light to the gallery.

"Both the northwest and southeast side elevations have a four bay division with doors set in the northernmost of their bays. In both instances large partially shaped granite blocks serve as steps. The rear of the church has four symmetrically placed windows, with the two inner windows raised above the others and above the altar inside. In the gable end are a pair of windows opposite those on the front elevation. While the wood shingle roof and some of the exterior siding are modern replacements, all

the doors, and most of the wood shutters are original. Any replacement has occurred only where repair was absolutely beyond possibility.

“Like the exterior, the interior of the church has never been painted and thus has acquired a rich golden patina. The walls are sheathed with flush horizontal boards. Simple boards also enhance the door and window openings. The front entrances lead into a two- aisle plan with single end pews attached to the side walls and a long pew in the center from aisle to aisle. A dog-leg stair rises in the south corner to the gallery. In the late nineteenth century the gallery was enclosed and sheathed; however, in 1977 it was reopened and a simple railing installed to guard the opening. The gallery has a floor but is not finished in any other fashion. The pegged rafter construction of the roof is exposed as are the upper portions of the hewn frame.

“The main aisles of the church terminate with the cross aisle carrying between the side doors. In the late nineteenth century a pair of anterooms were built into the north and east corners of the church flanking a raised chancel. The chancel was enclosed by a molded railing on bold turned balusters which appear to have been brought here from another, earlier, building. A broad step leads to the kneeler several inches below the chancel floor.

“A door in the north anteroom connects it and the nave while a second door in its southeast wall at the top of a short flight of stairs opens into the chancel. Across the chancel is a pendant (and the only) door into the east anteroom. The anterooms are sheathed with flush vertical pine boards as was the ceiling installed in the once open gallery. The closing of the gallery and the construction of the anterooms and chancel appear to be contemporary, and it seems reasonable to think that those improvements occurred in the late nineteenth century.” (Section 7, p. 1)

Hood describes some of Correll’s construction techniques: “Rafters were cut on the ground and taken to the second floor to be assembled with pegs, guided by Roman numerals. The style of half-lap joint was used from the 1700’s. . . .Rustic beauty and pioneer craftsmanship combine for simplistic elegance.” (“Sesquicentennial,” p. 21).

#### **4.3 Archaeological Significance**

As noted in Section 4.1, the cemetery is divided into upper and lower graveyards. White members are buried in the upper section nearer the church. In the lower section are buried enslaved persons who worshiped at the church of their white owners and sat in the church gallery. The graves in the lower cemetery were marked not by engraved headstones but by basalt rocks from the same stone as the cemetery wall. These stones were reported to have been removed in recent times (the last half of the 20th century). Over the years the lower cemetery became overgrown while the upper section was cleared and well maintained.

In the early 2000’s, members of the St. Andrew’s Committee began clearing the lower section. It has not been possible to identify where graves are located in this section. Modern ground-penetrating radar has been used to locate old burials and might be used to identify possible grave sites. We have been unable to identify who is buried in those graves. Members of the Committee have talked with members of Mt. Vernon Presbyterian Church in Cleveland about their efforts to identify early members of their congregation, established after the Civil War by formerly enslaved attendees from St. Andrew’s and other churches. They may be able to help identify which members may be buried at St. Andrew’s.

#### **4.4 Evaluation**

- **Integrity of Design:** As noted earlier Hood, in *The Architecture of Rowan County* (1983), describes St. Andrew's "statewide architectural significance and attendant historical significance because of the remarkable degree of site and structural integrity which has been maintained for the duration of its 140 [now 180] year history.... St. Andrew's is known to be one of the very few, if not the oldest, remaining intact ante-bellum Episcopal churches in [the western] portion of the state. The church, together with its adjacent burying ground enclosed by a dry laid stone wall, is a unique example of vernacular meeting house architecture and representative of its many frame contemporaries which have been lost or more often replaced by more ambitious brick." (p. 188)
- **Setting:** The land on which St. Andrew's was built remains agricultural. Large tracts of farmland border St. Andrew's Church Road and surround the church on three sides. Except for a number of residences along the road and behind the church, an early parishioner would find the site largely unchanged except for the increased number of graves in the cemetery.
- **Workmanship:** Jacob Correll was a well-known builder in the area. His design and construction have lasted nearly 200 years with no structural repairs or changes.
- **Materials:** Much of the wood inside the church is local heart pine which retains its patina and even, it seems, its scent. The external wood siding has weathered nearly 150 years. Although we know little about the construction of the cemetery, the basalt rock wall stands much as it must have looked when it was built and has stood with few repairs for nearly 200 years.
- **Feeling:** In a 2016 article on St. Andrew's in *Salisbury Magazine*, Mark Wineka describes the feeling of "being in the antebellum South" when he walked on the property. Many visitors to the church feel the same, remarking on the quiet and simplicity of the church and the beauty of its setting.
- **Association:** As noted above, St. Andrew's Church is "associated with the revival of fortunes and influence of the Episcopal Church in Rowan County and North Carolina in the early decades of the nineteenth century." Its history reflects important periods in the history of the region and the state. Constructed when the region was still largely agricultural, the history of the church reflects development of industry in the area, as in the decision to close the church because of shifting transportation patterns.

More important historically is the documentation in the church's records of the significant role of enslaved persons (referred to as "servants" in the church's records) in a rural, mostly agricultural society, the role of the church and its families during the Civil War (as recorded in the number of baptisms and burials of soldiers in the St. Andrew's and other churches in the community), and the creation of other congregations by newly emancipated slaves (reflected in the declining number of baptisms, confirmations and burials of formerly enslaved persons through 1866).

George Badger Wetmore's long service at St. Andrew's (1855-1888) makes him a significant figure of his time in the Woodleaf community and in the history of the Episcopal church in the region and state. Wetmore was the priest-in-charge of several other Episcopal churches in the area, including St. James, Iredell County; St. Luke's, Salisbury; Christ Church, Cleveland; and St. Philips, Mocksville. During the Civil War, Wetmore conducted a number of burials of soldiers at St. Andrew's and at Unity Presbyterian Church. He was president of the North Carolina state council of the Friends of Temperance in 1873 and 1874. After he left his service at St. Andrew's, he served at an Episcopal church and school in Banner Elk, NC, where he is buried.

- **Location:** As noted in section 4.4, Setting, the land on which St. Andrew's was built was and remains agricultural. The church is surrounded on three sides by large tracts of farmland. Except for a number of residences along the paved road and behind the church, the location, like the church and cemetery, is not significantly different from how it might have appeared in the early 19<sup>th</sup> century.



- **Alterations:**

- In 1890, a pair of anterooms was built into the north and east corners of the church flanking a raised chancel. At the same time the gallery was enclosed.
- After worship ended in 1906, the site was used as a school but the structure was not materially affected by this use.
- In 1977, significant repairs were completed to restore, stabilize, and protect the structure. The gallery was reopened, the floor was repaired, and railings were installed for safety. The metal roof, which was not original, was replaced with hand-split shingles. Some sills and hand-forged hinges and locks were replaced, shutters and windows were repaired, and the building was spray with a wood preservative.
- In the 1980's a small building was constructed to serve as a bathroom and house a fire-fighting hose. The building has electricity and a water pump. Electric power is also accessible on a light pole near the church. Otherwise the church has never been electrified or plumbed.
- In the early 2000's, members of the St. Andrew's Committee began clearing the lower section which had been neglected for decades. It has been impossible to identify where graves are located in this section or who is buried in the graves. Work continues to maintain the lower section of the cemetery. Research and restoration have been explored to identify the graves and those buried in them.
- Around 2000 a wooden handicap ramp was built to accommodate worshipers who cannot negotiate the wide and deep stone steps into the church. The ramp is not attached to the church and, if removed, would not leave a scar on the church wall.
- Since 2010, the original 1840's siding has been replaced on the east and south sides of the church. The siding on the east side came from beams out of a 19th century mill torn down in Gastonia. The siding on the south side of the church was sawn from newly milled select yellow pine. Repairs have been made to some of the window frames and shutters which had worn down over the years.
- In 2019, ten graves were vandalized. Five of these markers have been repaired and others will be repaired in the future.
- In 2020, the roof was once again replaced with hand-cut shingles like those used in the 1980's restoration.

#### **4.5 Boundaries**

Description and justification of the proposed designation boundaries for the property.

See maps and documents provided by the Planning Department that indicate the boundaries of the property and siting of the church and cemetery.

## Bibliography

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St. Andrew's Episcopal Church [Rowan County, N.C.] Records, 1840-1990; Records #05673, Southern Historical Collection, The Wilson Library, University of North Carolina at Chapel Hill. Additional items in the collection include several letters in the George Badger Wetmore Papers (04497) and a copy of Etheridge, Elizabeth H., *St. Andrew's Episcopal Church: The Sesquicentennial 1840-1990*.

Wineka, Mark. "An Old Country Church." *Salisbury Magazine*, August 2016.



**North Carolina Department of Natural and Cultural Resources  
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Governor Roy Cooper  
Secretary D. Reid Wilson

Office of Archives and History  
Deputy Secretary Darin J. Waters, Ph.D.

December 3, 2021

Aaron Poplin, Planner  
Rowan County Historic Landmarks Commission  
402. N. Main St.  
Salisbury, NC 28144

**RE: Proposed Designation of the St. Andrew's Episcopal Church and Cemetery, 1115 St. Andrew's Church Rd., Woodleaf, Rowan County.**

Dear Mr. Poplin:

Thank you for the report for St. Andrew's Episcopal Church and Cemetery, 1115 St. Andrew's Church Rd., Woodleaf, Rowan County. We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160D-946.

The report for the St. Andrews Episcopal Church is well-written and thorough, albeit a bit repetitive. The information about the enslaved associated with this church and cemetery is greatly appreciated.

The Office of State Archaeology acknowledges that St. Andrew's Episcopal Church and Cemetery are historically significant, and that the use of remote sensing techniques such as Ground Penetrating Radar could be useful in identifying unmarked burials in the cemetery, particularly those of enslaved individuals that may not have been marked with permanent grave markers with identifying information. Should any ground disturbing activities be planned in the general vicinity of the cemetery, we recommend that a professional archaeologist trained in use of remote sensing techniques first fully delineate the boundaries of the cemetery to ensure that any unmarked human remains are not inadvertently impacted by ground disturbance.

We have shared recommendations with staff to perform a few changes to the report. With these minor changes, we believe the designation report will provide the preservation commission and local governing board sufficient information to determine whether St. Andrew's Episcopal Church and Cemetery possesses the requisite special local significance and integrity for local historic landmark designation.

Landmark designation means the community recognizes the property is worthy of preservation because of its special significance and integrity in the local community. Any substantial change in the design, materials, and appearance is subject to the design review procedures of the preservation commission.

Thank you for giving us the opportunity to comment on the report. Our comments are advisory only and are not binding. Once the governing board has received a recommendation from the Rowan County Historic Landmarks Commission and has proceeded in the same manner as would otherwise be required for an amendment to the zoning ordinance, the governing board may proceed with the designation decision. Once the designation decision has been made, please return the completed designation confirmation form, enclosed.

This letter serves as our comments on the proposed landmark designation of the St. Andrew's Episcopal Church and Cemetery, 1115 St. Andrew's Church Rd., Woodleaf, Rowan County. Please contact me at 919-814-6575 should you have any questions about our comments.

Sincerely,

A handwritten signature in black ink that reads "Kristi Brantley". The signature is written in a cursive, flowing style with a long, sweeping underline that extends to the right.

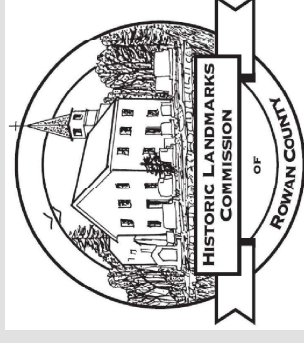
Kristi Brantley  
Local Preservation Commissions / CLG Coordinator

CC: Commission Chair

Enclosure



# St. Andrews Local Designation Site Plan



- Designation Area
- Roads
- Parcel



1 inch = 40 feet



The designation area is approximately .75 acres.



**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:** May 26, 2022  
**SUBJECT:** Request to Waive Cost for Re-Advertisement of Public Hearing for Red Rock Rezoning

---

On the morning of May 16th, Planning Staff received a request from Red Rock Developments to postpone the advertised Public Hearing for later that evening regarding the rezoning of property along Long Ferry Road. Assuming the Commission re-schedules the public hearing for the requested June 20th meeting date, Planning Staff will need to re-advertise the hearing.

According to the adopted fee schedule, a rezoning petition requires a \$300 fee to offset a portion of county expense associated with processing a request (e.g. Salisbury Post notices, letters, signs, printing, etc.). The primary expense is attributed to the NCGS required two (2) notices in a newspaper of general circulation, which generally costs about \$350.

Since I do not recall this issue coming up before and is not clear in the fee schedule if an additional \$300 fee is required, staff is requesting the fee be waived.

Waive fee.

**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:** May 26, 2022  
**SUBJECT:** Schedule Public Hearing for Z 04-22: Red Rock Developments LLC. for June 20 2022

---

At the May 16th Board of Commissioner's meeting, the Red Rock Development rezoning hearing request was postponed at the request of the developer. The Board discussed the desire to consider the request at the June 20th meeting date.

Schedule public hearing for Z 04-22 for June 20, 2022.

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Scott Shelton, Vice President, Rowan EDC  
**DATE:** May 27, 2022  
**SUBJECT:** Request for Incentive Agreement Amendment - Teijin

---

In August 2020, the Board of Commissioners approved an incentive request from Continental Structural Plastics (now Teijin) to help facilitate their expansion at 6701 Statesville Boulevard. Beginning in 2020, the company planned to invest \$45 million in a building addition and new equipment, as well as create 56 new jobs.

Due to supply chain issues related to the pandemic, the company was not able to begin the project until 2021. As a result, Teijin is requesting that the incentive agreement originally approved by the Board be amended to reflect the delayed start of the project.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memorandum	5/27/2022	Cover Memo
Amendment to Incentive Agreement	5/27/2022	Cover Memo
Current Incentive Agreement	5/27/2022	Cover Memo



*Be an original.*

Date: May 27, 2022  
To: Greg Edds, Chairman  
Cc: Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
From: Scott Shelton, Vice President  
Re: *Request for amendment to incentive agreement for Teijin*

---

Dear Chairman Edds,

On August 3, 2020, the Board of Commissioners approved an incentive grant for the expansion of Continental Structural Plastics (now known as Teijin). As part of this expansion, the company plans to create 56 new jobs. Teijin also plans to invest \$45 million in improvements to their facility. These improvements include expanding the facility by 50,000 square feet and installing new equipment.

At the time of the grant approval, the company planned to begin their expansion in 2020. However, problems with availability of materials due to the pandemic caused a delay in starting work on the building expansion and subsequent employee hiring until 2021.

The company is requesting that the incentive agreement originally approved by the Board be amended to reflect the delayed start date of the project. The primary changes to the agreement would be the following:

- Teijin receives the grant for five separate tax years beginning with the assessment as of January 1, 2022, rather than January 1, 2021.
- The grant will be calculated using January 1, 2021 as the baseline rather than January 1, 2020.
- Teijin will have until December 31, 2023 to create and fill the 56 new jobs rather than December 31, 2022.

These changes will result in the five-year grant period starting one year later than originally scheduled.

Attached is an amendment to the incentive agreement that reflects the changes requested by Teijin. We respectfully ask that the Board of Commissioners consider approving this amendment.

Please do not hesitate to contact me with any questions you may have and thank you for considering this matter.

Yours truly,

*Scott Shelton*

Scott Shelton  
Vice President

**AMENDMENT TO RELOCATION AND EXPANSION  
ASSISTANCE AGREEMENT BETWEEN TEIJIN  
AND ROWAN COUNTY, NORTH CAROLINA  
DATED AUGUST 3, 2020**

This AMENDMENT (the “Amendment”) to the Relocation and Expansion Assistance Agreement dated August 3, 2020 (the “Agreement”) is entered into between Teijin Ltd. and its wholly owned subsidiary, Continental Structural Plastics of North Carolina Inc., and Rowan County, a North Carolina body politic, and as amended is hereby effective the **6th day of June 2022** as follows:

1.In Article I, Section 2), subsection a) paragraph ii) of the Agreement, in the first line, the date of “January 1, 2020”, is amended to read “January 1, 2021.”

2.In Article I, Section 2), subsection b), paragraph ii) of the Agreement, in the first line, the date of “January 1, 2020”, is amended to read “January 1, 2021”.

3.In Article II, Section 1) of the Agreement, in the second line is amended to read “The Company expects to begin investing in 2021 and substantially complete the Project by December 31, 2022.”

4.In Article II, Section 2), of the Agreement, in the first line is amended to read “The Company shall receive the Grant for five separate tax years (“Grant Term”), which shall begin with property assessed as of January 1, 2022, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 2023.”

5.In Article II, Section 2), of the Agreement, in the second line, the date of “January 1, 2021”, is amended to read “January 1, 2022”.

6.In Article II, Section 3), of the Agreement, the date of “January 1, 2021”, is amended to read “January 1, 2022”.

7.In Article III, Section 1), of the Agreement, in the second line, the date of “December 31, 2022”, is amended to read “December 31, 2023”.

8.In Article III, Section 2), of the Agreement, the first line is amended to read “In each Fiscal Year (FY) that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

<u>County Fiscal Year (FY)</u>	<u>Number of New FTEs (in aggregate)</u>
FY 22-23	3
FY 23-24	31
FY 24-25	56
FY 25-26	56
FY 26-27	56”

9. In Article III, Section 3), of the Agreement, in the first line, the date of "June 30, 2022" is amended to read "June 30, 2023."

Other than the amendments stated above in items 1 through 9 above, the Agreement shall continue in full force and effect, with the other terms being unchanged.

IN WITNESS WHEREOF, Rowan County, North Carolina, and Teijin Ltd. have caused this Amendment to be executed in duplicate originals, in their respective names, by persons duly authorized by proper authority, and have sealed the same as of the day and year first above written.

TEIJIN LTD.

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

[Corporate Seal]

ATTEST:

\_\_\_\_\_  
Name\_\_\_\_\_

ROWAN COUNTY, NORTH CAROLINA

\_\_\_\_\_  
Gregory C. Edds, Chairman  
Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

\_\_\_\_\_  
Carolyn Barger  
Clerk to the Board of Commissioners

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

\_\_\_\_\_  
James M. Howden  
Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
John Dees II  
County Attorney



NORTH CAROLINA  
ROWAN COUNTY

RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the "Agreement") is made and entered into as of the 3rd day of August, 2020, by and between Rowan County, North Carolina, a body politic (hereinafter referred to as the "County") and Teijin Ltd and its wholly owned subsidiary, Contiental Structural Plastics of North Carolina Inc, (hereinafter jointly referred to as the "Company").

WITNESSETH

WHEREAS, the Company has explored the possibility of establishing a new or expanding an existing facility in Rowan County (the "Project"), which would increase taxable property in the County and result in the creation of a number of jobs in the County, but would not have a significant detrimental impact to the environment of the County; and

WHEREAS, the Company has determined that the property located at 6701 Statesville Boulevard, Salisbury, North Carolina, also identified as Rowan County Tax Parcel 826 013 (the "Property"), is a suitable location for its expansion and improvement; and

WHEREAS, in order to induce the Company to relocate, expand, or improve on the Property, the County is willing to provide, or cause to be provided, to the Company certain inducements, upon terms and conditions binding upon the County as set forth herein; and

WHEREAS, prior to beginning any relocation, expansion or improvement on the Property, the Company and County met and agreed to enter into this Agreement; and

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately \$45 million will be invested by or on behalf of the Company in new equipment and other real property improvements on the Property, and to create a certain number of jobs as provided herein and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the County hereby agree as follows:

ARTICLE I  
COUNTY INDUCEMENTS

The County shall provide financial assistance to the Company through its "Relocation and Expansion Assistance Program", as hereinafter described, with respect to the Company's development of the Property and other related expenses as follows:

- 1) The "Relocation and Expansion Assistance Program" will be provided as a "Relocation and Expansion Incentive Grant" ("Grant") to assist the Company with construction, equipment, and other capital improvements in Rowan County. The Grant will specifically apply to the Property and all real property improvements and personal property newly installed and used at the Property ("Facility").
- 2) The amount of the Grant will be computed using the following steps:

- a) Real Property Valuation.
- i) For each tax year that the Grant is applicable to a Property (subject to the limitations below), determine the actual assessed tax value of the real property, located at such Property.
  - ii) Subtract from the above amount in a) i) the baseline real property value of the Property assessed as of January 1, 2020, and prior to the investments made by the Company in real property at such property. The annual result of this computation shall be defined as the "New Real Property Value" for the applicable Property.
- b) Personal Property Valuation.
- i) For each tax year that the Grant is applicable (subject to the limitations below), determine the actual assessed tax value of all personal property, excluding supplies and rolling stock, located at and used in such Property.
  - ii) Subtract from the above amount in b) i) the assessed tax value of personal property, excluding supplies and rolling stock, located at and used on such Property as of January 1, 2020. The annual result of this computation shall be defined as the "New Personal Property Value" for the applicable Property.
- c) County Property Tax Determination. The sum of the New Real Property Value and the New Personal Property Value of a Property for each applicable year shall be the "New Property Value" of such Property for such year. Multiply the New Property Value for each applicable Property by the County tax rate (excluding municipal and fire district tax rates) applicable for the tax year at issue to determine the amount of property taxes applicable to the new property at such Property.
- d) Grant Amount Determination. Multiply the property taxes applicable to the New Property Value for each applicable Property by 75% (0.75).
- 3) The Grant will be structured as a reimbursement of a portion of the real and personal property taxes assessed against each applicable Property and the Company. Such payment of the Grant will be made to the Company. Payment may be requested by the Company no sooner than January 1st and no later than June 30<sup>th</sup> of the fiscal year in which the taxes are due. The Grant will be paid within sixty (60) days of the Company providing certifications as set forth in Article III(3), and receipt of the Company's full payment of all real and personal property taxes due to the County. Payment of the Grant shall be equal to Seventy-Five Percent (75%) of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Paragraph (2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant.
- 4) Tax amounts due on property discovered by the County through its customary audit procedures and not listed by the Company shall be excluded from this Agreement, and the County shall not be responsible for reimbursement on these amounts for any tax year.



ARTICLE II  
SCHEDULE OF CORPORATE IMPROVEMENTS

- 1) The Company has determined that the Property is a suitable site for location of its Facility and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable. The Company expects to begin investing in 2020 and substantially complete the Project by December 31, 2021.
- 2) The Company shall receive the Grant for five separate tax years ("Grant Term"), which shall begin with property assessed as of January 1, 2021, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 2022. If the Facility is not complete by January 1, 2021, the Grant shall be based on the percentage complete and assessed for that year.
- 3) Unless an event triggering the Force Majeure provision set forth in Article VII herein shall occur, the initial year shall commence on property assessed as of January 1, 2021.
- 4) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program, each for a separate Grant Term.

ARTICLE III  
EMPLOYMENT

- 1) The Company projects that it will create 56 Full Time Equivalents ("FTEs") with this Project. As of December 31, 2022, the Company shall employ 434 FTEs at this Project. A FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.
- 2) In each Fiscal Year (FY) that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

<u>County Fiscal Year (FY)</u>	<u>Number of New FTEs (in aggregate)</u>
FY 21-22	3
FY 22-23	31
FY 23-24	56
FY 24-25	56
FY 25-26	56

- 3) The Company shall certify annual progress towards the employment of the required number of FTEs to the County on or before June 30, 2022, and on June 30<sup>th</sup> following each of the remaining years of the Grant Term. Such certification shall include a copy of the Company's "*Employers Quarterly Tax and Wage Report*" (Form NCUI 101 filed with the NC Employment Security Commission) for the quarter a) ending on or immediately preceding the date of the annual request and b) the number of FTEs as of that same date. If the NCUI 101 is discontinued or modified, a successor form performing a comparable function must be submitted. The Company shall also provide copies of its One NC Grant reporting to the County when they have been submitted to the State.

- 4) Should the Company fail to certify its annual employment numbers by June 30<sup>th</sup>, the County may allow the Company an extended cure period to file and certify this particular report annually.
- 5) If the Company does not meet the employment goals, the County will reduce the annual Grant payment on a pro-rata basis until such time as the Company once again meets employment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met for the given year.

#### ARTICLE IV

#### TERMINATION OF GRANT AGREEMENT AND REQUIRED REPAYMENT OF GRANT FUNDS UPON ANNOUNCED TERMINATION OF OPERATIONS OR MAJORITY REDUCTION IN WORKFORCE

- 1) The assistance provided by Rowan County, through the Relocation and Expansion Assistance Program, represents a substantial commitment of public resources. Companies that participate in this program are expected to maintain and continue operations beyond the end of the Grant Term.
- 2) Should the Company cease operations or eliminate the majority of their workforce (51% reduction or more within a twelve (12) month span), the Agreement will be terminated and the Company will be required to repay all grant proceeds provided during the thirty-six (36) months prior to the cessation or reduction.
- 3) Repayment of grant funds shall be required if the Company has received any grant disbursements from the County within the thirty-six (36) months prior to the earlier of (a) Public announcement by the Company of plans to close or eliminate the majority of the workforce, (b) Actual cessation of operations, or elimination of a majority of the workforce.
- 4) The Company shall make payment to the County within one hundred and twenty (120) days of such announcement or event. The County may use any and all legal recourse to pursue restitution from the Company and / or its successors.

#### ARTICLE V

#### RELOCATION AND ASSISTANCE GRANT ADDITIONAL TERMS AND CONDITIONS

As further consideration for the granting of certain relocation and assistance grants to the Company by the County, the Company further agrees that it shall abide by the Federal Immigration and Control Act of 1986 and all subsequent amendments thereto (collectively the "Act"). To that end, the Company agrees as follows:

- 1) The Company shall provide to Rowan County an annual certification, as of the time the Company first claims the Grant and each year it claims an installment or carryforward of the Grant, that the Company has implemented measures necessary to be in compliance with the Act and does not knowingly employ any unauthorized alien at the Facility; and
- 2) If the Company fails to implement measures necessary to be in compliance with the Act or knowingly employs an unauthorized alien at the Facility, and if upon learning of such



event, fails to cure such matter within sixty (60) days from learning of such, then the Grant shall expire and the Company may not take any remaining installment or carryforward of the Grant.

ARTICLE VI  
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

The Company represents, warrants and covenants to the County, as applicable, as of the date of this Agreement that:

- 1) Standing. The Company is a company duly organized and existing and in good standing under the laws of the State of North Carolina.
- 2) Authority. The Company has the corporate power and authority to own its properties and assets, to carry on its business as it is now being conducted and to execute and perform this Agreement.
- 3) Enforceability. This Agreement is the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors' rights generally.
- 4) No Violations. This agreement does not violate the charter documents or bylaws of the Company or any provisions of any indenture, agreement or other instrument to which the Company is a party.
- 5) No Conflicts. This agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time, or both, would constitute an event of default under) any indenture, agreement or other instrument to which the Company is a party.
- 6) Certifications. The Company shall be solely responsible for providing certifications of expenditures and jobs to the appropriate County officer at the time of filing the request for the annual Grant

ARTICLE VII  
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COUNTY

The County represents, warrants and covenants to the Company, as applicable, as of the date of this Agreement that:

- 1) The County (a) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement (b) by proper action has duly authorized the execution and delivery of this Agreement; and (c) is not in default under any provisions of this Agreement.
- 2) The County has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms.

- 3) There is no litigation or proceeding pending or threatened against the County or affecting it which would adversely affect the validity of this Agreement.
- 4) The County is not in default under any provision of State law which would affect its existence or its powers as referred to in subsection (1).
- 5) To the best of the County's knowledge, no officer or official of the County has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.
- 6) With respect to this Agreement, the County has complied fully with all requirements of N.C. General Statute 158-7.1 *et seq.*

#### ARTICLE VIII GENERAL PROVISIONS

- 1) Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.
- 2) Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, except that Company may assign this Agreement to a parent, subsidiary or affiliate as a part of any corporate restructuring.
- 3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.
- 4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.
- 5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the County may make relative to the Properties.
- 6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable



hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

- 7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid, secure electronic transfers or by fax with written confirmation of receipt (with a copy sent by one of the other methods specified herein), addressed to the party or person to whom notice is to be given at the following addresses:

To County: Rowan County Manager  
130 West Innes Street  
Salisbury, NC 28144  
Phone: (704) 216-8180  
Facsimile: (704) 216-8195

With Copy (which does not constitute notice to):  
Rowan County Attorney  
130 West Innes Street  
Salisbury, NC 28144  
Phone: (704) 216-8198  
Facsimile: (704) 216-8195

To Company: Steve Wisniewski, VP of Finance  
Continental Structural Plastics of North Carolina  
Inc  
255 Rex Blvd, Auburn Hills, MI 48326  
Bob Year, Plant Manager Salisbury  
Continental Structural Plastics of North Carolina  
Inc  
6701 Statesville Blvd, Salisbury, NC 28147

To Company Regarding Payment of Grant, also include:  
Steve Wisniewski, VP of Finance  
Continental Structural Plastics of North Carolina  
Inc  
255 Rex Blvd, Auburn Hills, MI 48326

With Copy (which does not constitute notice to):  
If requested by the Company

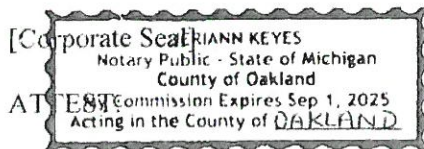
Notice shall be deemed to have been given with respect to overnight carrier or certified mail, one (1) day after deposit with such carrier and as to facsimile, on date of transmission, provided additional service is made. The addresses may be changed by giving written notice as provided herein: provided, however, that unless and until such written notice is actually received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

[Signature page follows]

IN WITNESS WHEREOF, the County and the Company have caused this Agreement to be executed in quadruplicate originals, in their respective names, by persons duly authorized by proper authority, and have sealed the same as of the day and year first above written.

Continental Structural Plastics of North Carolina  
Inc

By: [Signature]  
Title: VP of Finance



(Seal)  
Name: Briann Keyes



[Corporate Seal]

ATTEST:  
[Signature]  
Carolyn Barger  
Clerk to the Board of Commissioners

ROWAN COUNTY, NORTH CAROLINA  
[Signature]  
Gregory C. Edds, Chairman  
Rowan County Board of Commissioners

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

[Signature]  
~~Leslie Heidrick~~ James Howden  
Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]  
John Dees II  
County Attorney



**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:** Allen Cress  
**DATE:** 5/30/2022  
**SUBJECT:** Fireworks Display; Nazareth Children's Home

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Nazareth Children's Home and M&M Fireworks wish to put on a fireworks show on July 3rd, 2022 starting between 9 and 930 PM at the Moose Lodge Campground at 397 Lodge Tr. Salisbury.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
M&M Fireworks COI	5/30/2022	Exhibit
Naz Pic	5/30/2022	Exhibit
Nazareth Shell count	5/30/2022	Exhibit
New NC ID	5/30/2022	Exhibit
Setbacks	5/30/2022	Exhibit
request	5/30/2022	Exhibit
ATF License	5/30/2022	Exhibit
Location	5/30/2022	Exhibit
Possesessor	5/30/2022	Exhibit
BOC Memo	5/30/2022	Exhibit



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2022

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

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

<b>PRODUCER</b> UWHARRIE INSURANCE AGENCY, LLC PO BOX 543  RICHFIELD NC 28137-0543		<b>CONTACT NAME:</b> Carleen Goforth <b>PHONE (A/C, No. Ext):</b> (704) 463-0216 <b>FAX (A/C, No):</b> (704) 463-0218 <b>E-MAIL ADDRESS:</b> cgoforth@uwharrieinsurance.com	
<b>INSURED</b> M&M Fireworks LLC 46775 Mook Mock Dr  New London NC 28127-8591		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> NATIONAL FIRE&MARINE INSURANCE COMPANY <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20079	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		72LPS040615	07/25/2021	07/25/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ INC WITHIN
							DEDUCTIBLE: 1,000 \$ GEN AGG LIMIT
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

FIREWORK SHOWS; ADDITIONAL INSURED STATUS APPLIES WHEN REQUIRED BY A WRITTEN CONTRACT PER TERMS AND CONDITIONS ON FORM M-5350A

SHOW DATE: July 3, 2022

CERTIFICATE HOLDER AND ADDITIONAL INSURED AS FOLLOWS: Moose International; Moose Heart; Spencer Moose Lodge; Rowan County; Millers Fire Department, Moose Lodge Campgrounds

**CERTIFICATE HOLDER****CANCELLATION**

Nazareth Childrens Home 725 Crescent Road Rockwell, NC 28138	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> CARLEEN GOFORTH
--	--

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Google Earth

Moss Lodge camp Grounds

© 2006 Google

feet  
meters

Google Earth

300  
90

# M & M Fireworks, LLC

46775 Mook Mock Drive

New London , N.C. 28127

704-985-4560

frankiefraley@gmail.com

Shell Count: 3" assorted shells 216

4" assorted shells 72

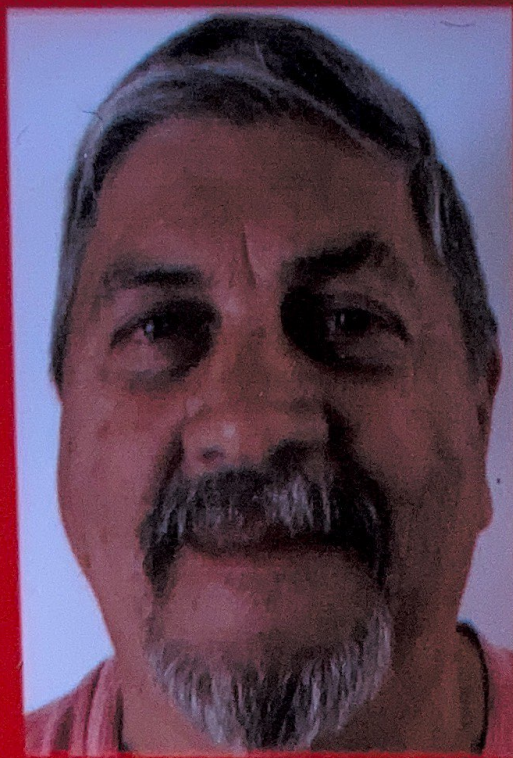
Finale 3" chained assorted shells 100



Outdoor Pyrotechnics

**OPERATORS  
LICENSE**

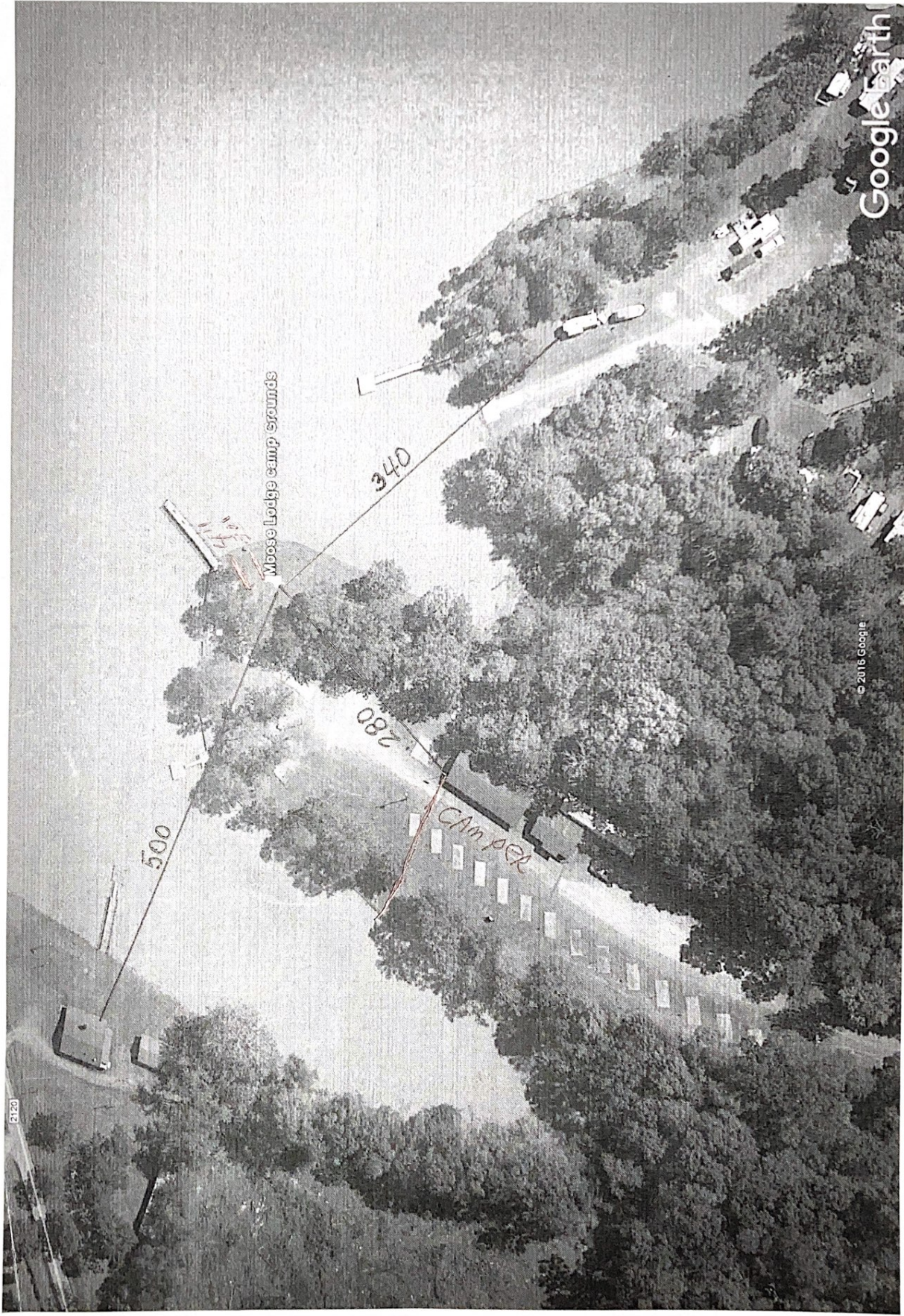
**M  
A  
Y**



**2  
0  
2  
5**

**Frankie Fraley  
License # 1524**





Google Earth

feet  
meters

100

500





Mrs. Horne please find a pic attached

The building is the set back that any camper past that point has to sign a waiver before the firing of the show or be removed to behind the tape that will be across the area. No one is aloud past tape during firing of the show. Wildlife keeps the boats back a safe distance from the fall out area. Any other concern feel free to contact me. And Thank you  
Frankie Fraley

M&M Fireworks

46775 Mook Mock Dr. New London ,NC 28127

704-985-4560

frankiefraley@gmail.com

Federal Explosives License/Permit  
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF      ATF - Chief, FELC  
Correspondence To      244 Needy Road  
                                 Martinsburg, WV 25405-9431

License/Permit  
Number      **1-NC-167-34-3E-00346**

Chief, Federal Explosives Licensing Center (FELC)

Expiration  
Date      **May 1, 2023**

Name  
**Christopher L. Reeves**  
M&M FIREWORKS

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**46775 MOOK MOCK DRIVE  
NEW LONDON, NC 28127-**

Type of License or Permit

**34-USER OF EXPLOSIVES**

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**FRALEY, FRANKIE SYLVESTER  
M&M FIREWORKS  
46775 MOOK MOCK DRIVE  
NEW LONDON, NC 28127-**

**Frankie Sylvester Fraley**  
Licensee/Permittee Responsible Person Signature

**owner**  
Position/Title

**Frankie Sylvester Fraley**  
Printed Name

**3-6-2021**  
Date

Previous Edition is Obsolete

FRALEY, FRANKIE SYLVESTER; 46775 MOOK MOCK DRIVE; 28127-1-NC-167-34-3E-00346; May 1, 2023; 34-USER OF EXPLOSIVES

ATF Form S400.14/S400.15 Part I  
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: [www.atf.gov](http://www.atf.gov)

**Change of Address** (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

**Right of Succession** (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **FRALEY, FRANKIE SYLVESTER**

Business Name: **M&M FIREWORKS**

License/Permit Number: **1-NC-167-34-3E-00346**

License/Permit Type: **34-USER OF EXPLOSIVES**

Expiration: **May 1, 2023**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



**M & M Fireworks, LLC**  
**46775 Mook Mock Drive**  
**New London, NC 28127**  
**frankiefraley@gmail.com**  
**704-985-4560**

**July 03/2022 Nazareth's children's Home**

**Located: At Moose Lodge, 397 Lodge Tr. Salisbury , NC 28146**

**Show time 9:00 -9:30 Range**

**Inspection after 12:00**

**Call 704-239-3053**

**Mrs. Horne For Inspection**



05/14/2020

## NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: FRALEY, FRANKIE SYLVESTER

Federal Explosives license/permit no.: 1-NC-167-34-3E-00346

NOTICE DATE: 05/14/2020

Expiration Date: **May 1, 2023**

Explosives License/Permit Type: 34-USER OF EXPLOSIVES

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

- 1 **WARNING.** Only those individuals listed below as **RESPONSIBLE PERSONS** and **EMPLOYEE POSSESSORS** with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.
- 2 **"DENIED" STATUS.** If an employee possessor has a background clearance status of "DENIED", you **MUST** take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you **MUST** remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
- 3 **CHANGE IN RESPONSIBLE PERSONS.** You **MUST** report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons **MUST** include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are **NOT** required, however they will be required upon renewal of the license or permit.
- 4 **CHANGE OF EMPLOYEES.** You **MUST** report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.

Premises Address: 46775 MOOK MOCK DRIVE  
NEW LONDON, NC 28127

**Mailing Address:**

FRALEY, FRANKIE SYLVESTER  
M&M FIREWORKS  
46775 MOOK MOCK DRIVE  
NEW LONDON, NC 28127

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and **MUST** be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

**PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.**

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : 1  
Number of EMPLOYEE POSSESSOR(S): 8

continued

LAST NAME, First Name, Middle Name Clearance Status

**RESPONSIBLE PERSONS:**

0001 FRALEY, FRANKIE SYLVESTER

Cleared

**EMPLOYEE POSSESSORS:**

0001 AMMONS, JOEL RALPH  
0002 CAVAROC, JOHN PETER JR  
0003 DAVIS, DAVID LEONARD  
0004 FRALEY, JUDY DENNIS

8

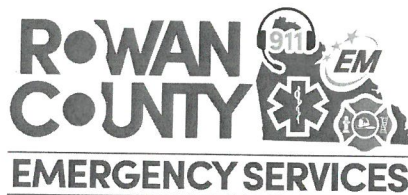
Cleared  
Cleared  
Cleared  
Cleared

LAST NAME, First Name, Middle Name

Clearance Status

0005 POPLIN, DUSTIN LEE  
0006 ROGERS, WILLIAM CLAUDE  
0007 STAMEY, LEWIS DOUGLAS  
0008 STAMEY, LOGAN DOUGLAS

Cleared  
Cleared  
Cleared  
Cleared



*Be an original.*

2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388  
[p] 704-216-8900 [f] 704-216-8921

To: Rowan County Board of Commissioners

From: Deborah Horne: Fire Division Chief

Date: May 27, 2022

Ref: Use of pyrotechnics for fireworks display at Salisbury Elks Lodge

North Carolina General Statute 14-413 empowers County Commissioners in North Carolina to authorize the use of pyrotechnics for the purpose of conducting fireworks displays.

Nazareth Children's Home and M&M Fireworks have submitted the proper paperwork for a fireworks display on July 3, 2022.

I have reviewed the paperwork and it meets all the requirements of the above mentioned statutes as well as the requirements of NFPA 1123 which provides requirements for safe pyrotechnic shows.

I ask that you consider adding this item to the next agenda

Sincerely,

Deborah K. Horne  
Fire Division Chief

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Randy Cress, Asst County Mgr / CIO  
**DATE:** May 31, 2022  
**SUBJECT:** Chemical Booster Station - Change Order

---

Hazen has identified an item needing a change order to increase wiring size for a long distance run for electrical service that will account for the voltage drop providing power to the existing flow meter.

The total cost of this change order will not exceed \$2,148.47 and will allow for Delinger to continue construction without delay.

Allow County Manager Church to authorize change order for electrical service wiring and any needed budget amendment if required to cover expenses not to exceed \$2,148.47.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Change Order	5/31/2022	Backup Material



## Change Order No. 003

Date of Issuance:	May 27, 2022	Effective Date:	June 7, 2022
Owner:	Rowan County, NC	Owner's Contract No.:	21466
Contractor:	Dellinger, Inc.	Contractor's Project No.:	P-1246
Engineer:	Hazen and Sawyer, P.C.	Engineer's Project No.:	32506-001
Project Site:	1375 Long Ferry Rd., Salisbury, NC	Contract Name:	NE Rowan County Chemical Booster Station

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

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

Attachments: RFP/WCD Summary Data, RFC-007.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ 742,900.41	Original Contract Times: Substantial Completion: <u>01-03-2022 (180 days from NTP)</u> Ready for Final Payment: <u>02-02-2022 (210 days from NTP)</u>
Previously approved change amount from Change Orders No. <u>0</u> to No. <u>2</u> : \$ 81,343.27	Previously approved days <u>219</u> from Change Orders No. <u>0</u> to No. <u>2</u> .
Contract Price prior to this Change Order:  \$ 824,243.68	Contract Times prior to this Change Order: Substantial Completion Date: <u>08-09-2022 (399 days)</u> Ready for Final Payment Date: <u>09-08-2022 (429 days)</u>
Increase of this Change Order: \$ 2,148.47	Increase of Days for this Change Order: <u>Zero (0) days</u>
Contract Price incorporating this Change Order:  \$ 826,392.15	Contract Times with all approved Change Orders: Substantial Completion Date: <u>08-09-2022 (399 days)</u> Ready for Final Payment Date: <u>09-08-2022 (429 days)</u>

Recommended:	Authorized:	Received:
By: Sara Gibson, PE	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title:	Title:	Title:
Date:	Date:	Date:

**Approved by Funding Agency (if applicable)**

By:	Date:
Title:	

Rowan County  
Chemical Booster Station  
Summary RFP's, WCD's and Change Orders  
Updated May 27, 2022

RFP No.	WCD No.	RFC No. / Date	Change Order No.	Description	Cost	Credit	Net	Adjusted Contract Amount	Adjusted S.C. Duration	Adjusted S.C. Date	Adjusted F.C. Duration	Adjusted F.C. Date	Status / Comments
				Original Contract Amount / Durations / Dates				\$742,800.41	219	8/9/2022	219	8/8/2022	
	004	004	004	Wiring for 4-20 mA Functionality for Metering Pumps	\$4,939.48		\$4,939.48	\$744,839.89	0				VOID by FC-004-
001		003	001	Additional Programming for 4-20 mA Functionality	\$2,150.57		\$2,150.57	\$745,050.88					CO 001 Executed
002		002	001	40 kW Generator/Manual Transfer Switch Relocation	\$74,672.53		\$74,672.53	\$819,723.51					CO 001 Executed
			001	Change Order No. 1	\$76,823.10	\$0.00	\$76,823.10	\$819,723.51	219	8/9/2022	219	8/8/2022	Executed
				Total Percentage Change per CO No. 1				10.34%					
003		004B	002	Existing Load Center Rack Improvements	\$2,138.16		\$2,138.16	\$821,861.67					CO 002 Executed.
004		005	002	Temporary Power for Booster Station	\$2,382.01		\$2,382.01	\$824,243.68					CO 002 Executed.
			002	Change Order No. 2	\$4,520.17	\$0.00	\$4,520.17	\$824,243.68	0	8/9/2022	0	8/8/2022	Executed
				Total Percentage Change To Date				10.96%					
		006	003	Added Receptacle to Injection Vault	\$4,213.45		\$4,213.45	\$828,457.13					Removed from CO-003.
		007	003	P-1022 Wire Upsizing Due to Voltage Drop	\$2,148.47		\$2,148.47	\$830,605.60					Dellinger Revised Pricing Received 5/23/22.
			003	Change Order No. 3 (Future)	\$2,148.47	\$0.00	\$2,148.47	\$826,392.15	0	8/9/2022	0	8/8/2022	Future
				Total Percentage Change To Date				11.24%					

\$83,491.74

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



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

Office No. (704) 283-7551

Fax No. (704) 289-8217

### Request For Change (RFC) To Contract Amount

RFC # 007

PROJECT NE Rowan County Chemical Booster Station

DATE 5/23/2022

Attn: Hayden Reynolds, EIT  
Eng./Owner: Hazen and Sawyer  
Address: 4011 WestChase Blvd. Suite 500  
City: Raleigh, NC 27607  
Owner: Rowan County

Description of Change: Please see below for The Boswell Group's recommendation.

The Electrical Drawing E103 shows #12 wires to the existing vault. This circuit may not even be needed but if it is needed we recommend using  
#8 instead of #12 wires due to voltage drop.

This price is to furnish and install #8 wires instead of #12 wires for conduit P-1022 due to voltage drop.

#### Change Order Amount

This RFC is valid for 15 days, at which time reevaluation of cost and time may be necessary.

\$2,148.47

#### Request for Change to Contract Amount Accepted by Owner

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

DELLINGER, INC.

By: Will Crook Date: 5/31/22  
Signature

\_\_\_\_\_  
Will Crook - Project Manager  
Name and Title

\*

# DELLINGER, INC.

HEAVY CONTRACTOR

MONROE, NC

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

Office No. (704) 283-7551

Fax No. (703-289-8217

## COST DETAILS

JOB NO: P-1246  
PROJECT: NE Rowan County Chemical Booster StationREQUEST FOR CHANGE # 007  
DATE: 5/23/2022  
OWNER: Rowan County

### LABOR

#### SEE ATTACHED

Project Management	Rate \$ 62.17 X 1 Hour	\$ -
		\$ 62.17
	SUBTOTAL	\$62.17
	TAX, INS., BENEFITS 35.48%	\$22.06
	<b>SUBTOTAL - LABOR</b>	<b>\$84.23</b>

### EQUIPMENT

		\$0.00
	SUBTOTAL	\$0.00
		\$0.00

### MATERIAL

	SUBTOTAL	\$0.00
	SALES TAX 0.00%	\$0.00
	<b>SUBTOTAL - MATERIAL</b>	<b>\$0.00</b>

### SUBCONTRACTOR

The Boswell Group	1,933.65
See Attached	
<b>SUBTOTAL - SUBCONTRACTS</b>	<b>\$1,933.65</b>

### JOB OVERHEAD

OUT OF TOWN EXPENSES	\$150.00 PER DAY BASED ON 4 DAYS	
UTILITIES ( SANITARY FACILITIES, TELEPHONE, POWER)	\$14.00 PER DAY BASED ON 44 DAYS	
	<b>SUBTOTAL - JOB OVERHEAD</b>	<b>\$0.00</b>

### PRORATED AND OTHER COST

MOB / DEMOB	
SAFETY 2% OF LABOR	0.00
SMALL TOOLS 2% OF LABOR	0.00
<b>SUBTOTAL - OTHER COSTS</b>	<b>\$0.00</b>

<b>SUB TOTAL</b>	<b>\$84.23</b>
MARK UP 15 %	\$12.63
	\$96.86
SUBCONTRACTS	\$1,933.65
MARK UP 5%	\$96.68
SUBTOTAL	\$2,127.20
BOND 1 %	\$21.27
<b>TOTAL</b>	<b>\$2,148.47</b>





Caryl Mechanicals, Inc. dba The Boswell Group  
P.O. Box 3020  
Monroe, NC 28111  
O: 704.289.8986  
F: 704.289.5130

*North Carolina State Certified HUB WBE & City of Charlotte SBE*

DATE: 05/23/22

TO: Dellinger  
P.O.Box 929  
Monroe, NC 28111

ATTN: Will Crook  
PROJECT #: S1246-05  
SUB #:   
JOB NAME: NE Rowan Chemical Booster Station  
TBG JOB #: 1975  
RFC #: 9-R2  
SCOPE: Electrical PLUMB OR ELEC

**WE ARE SENDING YOU:**

CONTRACT  
COPY OF LETTER  
☒ REQUEST FOR CHANGE  
PLANS  
PRINTS

SAMPLES  
SAFETY / SDS BOOK  
SHOP DRAWINGS  
SPECIFICATIONS  
OTHER

**PURPOSE OF ABOVE:**

☒ SUBMIT FOR APPROVAL  
APPROVED AS NOTED  
☒ AS REQUESTED  
JOB SITE REQUIREMENT

RETURNED FOR CORRECTIONS  
RESUBMIT FOR APPROVAL  
SUBMIT CORRECTED PRINTS  
OTHER

DESCRIPTION OF REQUEST FOR CHANGE
The electrical drawing E103 shows #12 wires to the existing vault. This circuit may not even be needed but if it is needed we recommend using #8 instead of #12 wires due to voltage drop.
This price is to furnish and install #8 wires instead of #12 wires for conduit P-1022 due to voltage drop.
Note: There will be a 3% material price increase per every (7) day increments after June 10th until a written approval is sent to us.

**PRICING FOR THIS RFC IS ALLOWABLE UNTIL JUNE 10th.**

SIGNATURE OF RECEIPT: \_\_\_\_\_ DATE \_\_\_\_\_  
PRINTED NAME OF ABOVE: \_\_\_\_\_

## REQUEST FOR CHANGE FORM

Date: 05/23/22Sales Tax Rate: 7.00%Request for change Number #: 9-R2Project Number: S1246-05Sub. Number: 0Project Name: NE Rowan Chemical Booster StationContractor Name: DellingerWho Initiated Request: Will CrookChange Description: The electrical drawing E103 shows #12 wires to the existing vault. This circuit may not even be needed but if it is needed we recommend using #8 instead of #12 wires due to voltage drop.

( a )	<u>Materials</u>				<u>\$1,320.00</u>
( b )	<u>3% per week material price increases</u>		# of weeks:3 =	9%	<u>\$118.80</u>
			<u>Subtotal:</u>	<u>[a+b]</u>	<u>\$1,438.80</u>
( c )	<u>Labor</u>	Hours: <u>5.0</u>	Rate: <u>\$35.00</u>		<u>\$175.00</u>
( d )	<u>Labor Burden</u>				<u>\$52.50</u>
( e )	<u>Bond</u>	(Rate =2.5%)			<u>\$0.00</u>
( f )			<u>Subtotal: ( 1 )</u>	<u>[a+b+c+d+e]</u>	<u>\$1,666.30</u>
( g )	<u>Subcontractors</u>				<u>\$0.00</u>
( h )	<u>Overhead &amp; Profit--Materials, Rental, Labor, Bonds</u>				
	<u>addition</u>				<u>\$166.63</u>
( i )	<u>Overhead &amp; Profit--Subcontractors and Lower Tier Subs</u>				
	<u>addition</u>				<u>\$0.00</u>
( j )			<u>Sub-Total ( 2 ) ( f, g, h, i )</u>		<u>\$1,832.93</u>
( k )	<u>Sales Tax on (a) and (b) above</u>				<u>\$100.72</u>
			<u>Total Request For Change ( j, k )</u>		<u>\$1,933.65</u>

Extension of Time Requested: 5/23/22 calendar days.
Thomas Caryl 05/23/22  
 Subcontractor Date

Dellinger 05/23/22  
 Contractor Date

 The Boswell Group  
 P.O. Box 3020  
 Monroe, NC 28111-3020  
 704-289-8986

 Dellinger  
 P.O.Box 929  
 Monroe, NC 28111

### Itemized Materials Breakdown

Project Number:

**S1246-05**

Sub. Number:

0

## The Boswell Group

[illegible]

**Subtotal**

**\$1,320.00**

Project Number:  
Sub. Number:  
The Boswell Group

0

Type Labor	Quantity in Hours	Labor Rate	Totals
Electrical	-8.2	\$35.00	-\$287.00
Electrical	13.2	\$35.00	\$462.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
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			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Subtotal</b>	<b>5.0</b>	<b>Subtotal</b>	<b>\$175.00</b>



<b><u>Subtotal</u></b>	<b>\$0.00</b>
------------------------	---------------

Project Number: S1246-05  
Sub. Number: 0  
The Boswell Group

**S1246-05**

0

The Boswell Group

[illegible]

<b><u>Subtotal</u></b>	<b>\$0.00</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:** Valerie Steele, Airport & Transit Director  
**DATE:** 5/31/2022  
**SUBJECT:** On-Airport Obstruction Removal

---

The request for aid in reference to the On-Airport Obstruction Clearing was approved by the NCDOT. The grant amount is \$307,094 and is 100 percent federal share.

Authorize the County Manager to enter into the agreement with NCDOT for the grant award "State Aid to Airports Block Grant" On-airport Obstruction Clearing in an amount not to exceed of \$307,094.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
NCDOT DOA Grant Agreement	5/31/2022	Exhibit

## **GRANT AGREEMENT**

STATE AID TO AIRPORTS BLOCK GRANT  
BETWEEN  
THE N. C. DEPARTMENT OF TRANSPORTATION,  
AN AGENCY OF THE STATE OF NORTH CAROLINA

**AIRPORT:** **MID-CAROLINA**  
**REGIONAL**

AND  
**ROWAN COUNTY**

**PROJECT NO:** **36237.42.17.1**

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **ROWAN COUNTY**, the public agency owning the **MID-CAROLINA REGIONAL AIRPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on \_\_\_\_\_ and shall terminate on **MAY 30, 2023** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

### **WITNESSETH**

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the *FAA Modernization and Reform Act of 2012*;

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non-Primary Entitlement with CARES and ARPA Match funds.

WHEREAS, the Sponsor has made a formal application dated **APRIL 25, 2022** to the Department for Non-Primary Entitlement with CARES and ARPA Match funds for the **MID-CAROLINA REGIONAL AIRPORT**; and

WHEREAS, a grant in the amount of **\$307,094** not to exceed **100 percent** of the federal share of the final, eligible project costs of **\$307,094** has been approved subject to the conditions and limitations herein; and

WHEREAS, the Non-Primary Entitlement and CARES Match funds will be used for the following approved project:

### **ON-AIRPORT OBSTRUCTION CLEARING (grant 2)**



NOW THEREFORE, the Sponsor and the Division of Aviation ("Division") do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Agreement.

3) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

4) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook* and the *Federal Assurances and Certifications*.

#### APPENDIX A6.4.1

### TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**APPENDIX A6.4.2**  
**TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property)** and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

#### APPENDIX A6.4.3

### TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



#### APPENDIX A6.4.4

### TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX A6.4.5

### TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

#### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT  
THE DAY AND YEAR FIRST WRITTEN BELOW:

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:**

BY: \_\_\_\_\_  
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: \_\_\_\_\_

**AUTHORIZED SIGNATURE FOR SPONSOR**

**(Approving Authority Board Member or Local Governing Official):**

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)**

**(Approving Authority Board Member or Local Governing Official):**

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS**

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval from the Department prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

A-9. The Sponsor is responsible for maintaining an active System for Award Management (SAM) Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 CFR 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Sponsor shall not be able to do any grant related business with the FAA, including the obligation and/or



payment of Federal grant funds, and FAA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

A-10. The Sponsor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or company-rented vehicles, or government owned, leased, or rented vehicles, or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010). This includes, but is not limited to, the Sponsor: (1) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving; (2) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and (3) encouraging voluntary compliance with the agency’s text messaging policy while off duty. The Sponsor is encouraged to insert the substance of this clause in all contracts.

**SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION**

B-1. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Grant Execution and Notice to Proceed" for undertaking the project. All plans (and alternate) shall be supported by the engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-2. Bids will be taken in accordance with G.S. § 143-129 and all applicable NCDOT policies. The Department will approve or reject the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-3. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-4. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30, and December 31.

B-5. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

## **SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT**

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under "Federal Acquisition Regulations 1-31.6, 48 CFR, 2 CFR 200.333, and OMB Circular A-87 and also referenced in the *North Carolina Airports - Program Guidance Handbook* and the *Airport Improvement Program Handbook*.

C-2. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-3. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from the Department to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's advance payment and provide proof of payment (payment verification).

**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:** 5/31/2022  
**SUBJECT:** FAA Airport Improvement Program (AIP) Sponsor Certifications

---

The FAA requires AIP recipients to complete certification forms.

5100-129 Construction Project Final Acceptance  
5100-130 Drug-Free Workplace  
5100-131 Equipment and Const Contracts  
5100-132 Project Plans and Specifications  
5100-133 Real Property Acquisition  
5100-134 Selection of Consultants  
5100-135 Certification and Disclosure Regarding Potential Conflicts of Interest

5100-133 Real Property Acquisition  
5100-134 Selection of Consultants  
5100-135 Certification and Disclosure Regarding Potential Conflicts of Interest

Recommendation: The Finance, Grants Administration & Government Relations and Airport Directors recommend that the Board of Commissioners authorize the Sponsor's Authorized Official to sign the certification forms for the Airport Improvement Program (AIP) Sponsor.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Cover Memo	5/31/2022	Cover Memo
AIP Certifications	5/31/2022	Exhibit



## Rowan County

130 West Innes Street, Salisbury, NC 28144  
Phone (704) 216-8100 FAX (704) 216-8166

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

From: Ann Kitalong-Will, Grants Administration & Government Relations Director  
James Howden, Finance Director  
Valerie Steele, Airport & Transit Director

Re: FAA Airport Improvement Program (AIP) Sponsor Certifications

Date: May 16, 2022

---

The FAA requires AIP recipients to complete certification forms.

5100-129 Construction Project Final Acceptance  
5100-130 Drug-Free Workplace  
5100-131 Equipment and Const Contracts  
5100-132 Project Plans and Specifications  
5100-133 Real Property Acquisition  
5100-134 Selection of Consultants  
5100-135 Certification and Disclosure Regarding Potential Conflicts of Interest

Recommendation: The Finance, Grants Administration & Government Relations and Airport Directors recommend that the Board of Commissioners authorize the Sponsor's Authorized Official to sign the certification forms for the Airport Improvement Program (AIP) Sponsor.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.17.1

Description of Work: On-Airport Obstruction Clearing (Design/Bid/Construction)

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
☒ Yes   ☐ No   ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes   ☐ No   ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
☒ Yes   ☐ No   ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).  
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).  
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).  
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).  
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

#### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this                      day of                      ,                      .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: James Howden

Title of Sponsor's Authorized Official: Finance Director

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.17.1

Description of Work: On-Airport Obstruction Clearing (Design/Bid/Construction)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Mid-Carolina Regional Airport

Address: 3670 Aviation Loop Road, Salisbury, NC 28147

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: James Howden

Title of Sponsor's Authorized Official: Finance Director

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.17.1

Description of Work: On-Airport Obstruction Clearing (Design/Bid/Construction)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes   ☐ No   ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

#### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this                day of                ,                .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: James Howden

Title of Sponsor's Authorized Official: Finance Director

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.17.1

Description of Work: On-Airport Obstruction Clearing (Design/Bid/Construction)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
☒ Yes   ☐ No   ☐ N/A
  
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
☒ Yes   ☐ No   ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

#### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: James Howden

Title of Sponsor's Authorized Official: Finance Director

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

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## Real Property Acquisition Airport Improvement Program Sponsor Certification

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Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.17.1

Description of Work: On-Airport Obstruction Clearing (Design/Bid/Construction)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.  
☐ Yes   ☐ No   ☒ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.  
☐ Yes   ☐ No   ☒ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
  - a. The term is for 20 years or the useful life of the project;
  - b. The lessor is a public agency; and
  - c. The lease contains no provisions that prevent full compliance with the grant agreement.☐ Yes   ☐ No   ☒ N/A



4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- ☐ Yes ☐ No ☒ N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- ☐ Yes ☐ No ☒ N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:
- a. The right of flight;
  - b. The right of ingress and egress to remove obstructions; and
  - c. The right to restrict the establishment of future obstructions.
- ☐ Yes ☐ No ☒ N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
  - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- ☐ Yes ☐ No ☒ N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- ☐ Yes ☐ No ☒ N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- ☐ Yes ☐ No ☒ N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement; and
  - b. Supporting documents for settlements included in the project files.
- ☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
  - b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this                      day of                      ,                      .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: James Howden

Title of Sponsor's Authorized Official: Finance Director

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.17.1

Description of Work: On-Airport Obstruction Clearing (Design/Bid/Construction)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
☒ Yes   ☐ No   ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes   ☐ No   ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes   ☐ No   ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes   ☐ No   ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes   ☐ No   ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes   ☐ No   ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes   ☐ No   ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes   ☐ No   ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes   ☐ No   ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes   ☐ No   ☐ N/A



13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes   ☐ No   ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes   ☐ No   ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this                      day of                      ,                      .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: James Howden

Title of Sponsor's Authorized Official: Finance Director

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Certification and Disclosure Regarding Potential Conflicts of Interest

### Airport Improvement Program Sponsor Certification

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Sponsor: Rowan County

Airport: Mid-Carolina Regional Airport

Project Number: 36237.42.17.1

Description of Work: On-Airport Obstruction Clearing (Design/Bid/Construction)

#### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

#### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes   ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: Rowan County

Name of Sponsor's Authorized Official: James Howden

Title of Sponsor's Authorized Official: Finance Director

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Elizabeth Garcia  
**DATE:** May 31, 2022  
**SUBJECT:** Juvenile Crime Prevention Council FY 22-23 Certification

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The Juvenile Crime Prevention Council (JCPC) is respectfully requesting approval of the attached FY 22-23 Certification.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
JCPC FY 22-23 Certification and Admin Program Agreement	5/31/2022	Cover Memo





# North Carolina Department of Public Safety

## JCPC Program - Program Application

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
<b>FUNDING PERIOD:</b>	FY 22-23	<b>DPS/JCPC FUNDING # (cont only)</b>	380-XXXX
<b>COUNTY:</b>	Rowan	<b>AREA:</b>	Piedmont Area
<b>Multi-County:</b>	No	<b>Multi-Components</b>	No
<b>NAME OF PROGRAM:</b>		JCPC Administration	

<b>SPONSORING AGENCY:</b>	Rowan County		
<b>SPONSORING AGENCY PHYSICAL ADDRESS:</b>			
<b>SPONSORING AGENCY MAILING ADDRESS:</b>			
<b>TYPE:</b>	Public	<b>FEDERAL ID #</b>	566000336h

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
35650	JCPC Certification	JCPC Certification	\$ 4,460
		<b>Total cost of components:</b>	\$ 4,460

### Program Manager Name & Address *(same person on signature page)*

<b>Name:</b>	Judy Klusman	<b>Title:</b>			
<b>Mailing Address:</b>	130 W. Innes St	<b>City:</b>	Salisbury	<b>Zip:</b>	28144
<b>Phone:</b>	(704) 216-8180	<b>Fax:</b>		<b>E-mail:</b>	judy.klusman@rowancountync.gov

### Contact Person *(if different from program manager)*

<b>Name:</b>	Elizabeth Garcia	<b>Title:</b>	Secretary		
<b>Mailing Address:</b>	130 W. Innes St	<b>City:</b>	Salisbury	<b>Zip:</b>	28144
<b>Phone:</b>	(704) 216-8199	<b>Fax:</b>		<b>E-mail:</b>	elizabeth.garcia@rowancountync.gov

### Program Fiscal Officer *(cannot be program manager)*

<b>Name:</b>	James Howden	<b>Title:</b>			
<b>Mailing Address:</b>	130 W Innes St	<b>City:</b>	Salisbury	<b>Zip:</b>	28144
<b>Phone:</b>	(704) 216-8178	<b>Fax:</b>		<b>E-mail:</b>	james.howden@rowancountync.gov

## **JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS**

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

2-Year Funding: FY 2021-2022 and FY 2022-2023

### **Membership**

- |   |            |
|---|------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?                              | <u>Yes</u> |
| B. Are members appointed for two-year terms and are those terms staggered?  | <u>Yes</u> |
| C. Is membership reflective of social-economic and racial diversity of the community?   | <u>Yes</u> |
| D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | <u>No</u>  |

If not, which positions are vacant and why?

Member of the Faith Community, Two persons under the age of 21, or one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles; Chief of Police; and Substance Abuse Professional will be selected by the nominating committee.

### **Organization**

- |   |                |
|---|----------------|
| A. Does the JCPC have written Bylaws?   | <u>Yes</u>     |
| B. Bylaws are   | <u>On file</u> |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | <u>Yes</u>     |
| D. Does the JCPC have written policies and procedures for funding and review? | <u>Yes</u>     |
| E. These policies and procedures  | <u>On file</u> |
| F. Does the JCPC have officers and are they elected annually?                 | <u>Yes</u>     |

### **Meetings**

- |  |            |
|--|------------|
| A. JCPC meetings are considered open and public notice of meetings is provided.  | <u>Yes</u> |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | <u>Yes</u> |
| C. Does the JCPC meet six (6) times a year at a minimum?   | <u>Yes</u> |
| D. Are minutes taken at all official meetings?   | <u>Yes</u> |
| E. Are minutes distributed prior to or during subsequent meetings?   | <u>Yes</u> |

### **Planning**

- |  |            |
|--|------------|
| A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? | <u>Yes</u> |
| B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS?  | <u>Yes</u> |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval?   | <u>Yes</u> |

### **Public Awareness**

- |  |            |
|--|------------|
| A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members?<br><input checked="" type="checkbox"/> RFP, Distribution List, and Advertisement attached | <u>Yes</u> |
| B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members?   | <u>Yes</u> |

### **No Overdue Tax Debt**

- |   |            |
|---|------------|
| A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as | <u>Yes</u> |
|---|------------|

## **JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS**

defined by N.C.G.S. §105-243.1, at the Federal, State, or local level?

Briefly outline the plan for correcting any areas of standards non-compliance.

The Nominating Committee is working to fill vacant positions.

## JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Carol Ann Houpe	School Superintendent	<input checked="" type="checkbox"/>	White	Female
2) Chief of Police or designee					
3) Local Sheriff or designee	Christopher Scott Flowers	Sergeant	<input checked="" type="checkbox"/>	White	Male
4) District Attorney or designee	Brandy Cook	District Attorney		White	Female
5) Chief Court Counselor or designee	David Wall	Chief Court Counselor		Black or African-American	Male
6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Sarah Schaller	Mental Health Provider		White	Female
7) Director DSS or designee	Joshua Stutts	Program Manager	<input checked="" type="checkbox"/>	White	Male
8) County Manager or designee	Siobhan Allen	Management Analyst	<input checked="" type="checkbox"/>	Black or African-American	Female
9) Substance Abuse Professional					
10) Member of Faith Community					
11) County Commissioner	Judy Klusman	County Commissioner		White	Female
12) A Person Under the Age of 21					
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles					
14) Juvenile Defense Attorney	John Basinger	Attorney		White	Male
15) Chief District Judge or designee	James Randolph	District Judge		White	Male
16) Member of Business Community	Carl Dangerfield	Entrepreneur		White	Male
17) Local Health Director or designee	Alyssa Harris	Public Health Director		White	Female
18) Rep. United Way/other non-profit	Jason Hinson	Law Enforcement		White	Male
19) Representative/Parks and Rec	Don Bringle	Parks and Facilities Director		White	Male
20) County Commissioner appointee	Alisa Russell	LPA		Black or African-American	Female
21) County Commissioner appointee	Ashley Honbarrier	Program Director		White	Female
22) County Commissioner appointee	Haylee Shuping	Graduate Student		White	Female
23) County Commissioner appointee	Jenny Lee	United Way Executive Director		White	Female
24) County Commissioner appointee	Jeremy Jacobs	CPA		White	Male
25) County Commissioner appointee	Rebecca Saleeby	Retired		White	Female
26) County Commissioner appointee	Sean Reid	Magistrate		Black or African-American	Male

**SECTION V****Terms of Agreement**

**NOTE: Details in the Terms of Agreement and Payment to Sponsoring Agency sections are added by NCALLIES when an application is approved for funding.**

This Agreement is entered into by and between Department of Public Safety, (*hereinafter referred to as the DPS*), and County, (*hereinafter referred to as the County*), the County's Juvenile Crime Prevention Council (*hereinafter referred to as the JCPC*) and (*hereinafter referred to as the Sponsoring Agency*).

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

**Term of Agreement**

This Agreement shall become effective \_\_\_\_\_ and shall terminate \_\_\_\_\_.

**Payment to Sponsoring Agency**

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed the amount \$ \_\_\_\_\_ for the term of this agreement, unless amended by an approved Program Agreement Revision.

**Availability of Funds:**

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to DPS.

**Responsibilities of the Parties****DPS shall:**

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from funds appropriated by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance of reporting requirements by the Sponsoring Agency set forth in the DPS JCPC Policy;
3. Immediately notify, in writing, the JCPC, County, and Sponsoring Agency (including the Board of Directors, if applicable), if payments are suspended and again once payments resume;
4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation, and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor the Sponsoring Agency's funded program(s) in accordance with *DPS JCPC Policy 3. Operations: Program*



*Oversight and Monitoring; and*

7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due dates.

**The Sponsoring Agency shall:**

1. 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;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information, it will safeguard and not redisclose the information, except as otherwise provided in this Agreement;
5. Comply with the DPS JCPC Policy and North Carolina Administrative Code procedures;
6. Secure local match, if applicable, pursuant to 14B NCAC 11B.0105, for the approved DPS funds;
7. Create and adopt individualized written agency guidelines specific to the funded program, while also adhering to DPS JCPC Policy for the specific funded program type;
8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use the DPS electronic, internet-based system for tracking clients served; also maintain an ability to electronically sign required DPS documents;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, and maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS § 105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting, and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in the DPS JCPC Policy and with the due dates established by DPS;

14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by DPS, the County, the JCPC, and/or the State Auditor;
16. Be responsible for the performance of all subcontractors as described in the Program Agreement or most recently approved Program Agreement Revision;
17. Indemnify, defend, and hold harmless DPS, the State of North Carolina, the County, the JCPC and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;
18. Receive written permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising, and acknowledge DPS funding in partnership with the County;
19. Comply with *DPS JCPC Policy 6: Operations: Program Eligibility for Funding* regarding any trainings and requirements for the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) and any additional requirements in 14B NCAC 11C
20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees, interns, volunteers and subcontractors; and
21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement, or most recently approved Program Agreement Revision. Such personnel shall not be employees of or have any individual contractual relationship with DPS.

#### **Sponsoring Agency and Use of Contractor(s)/Subcontractors**

*The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in line item 190 the Program Agreement, or most recently approved Program Agreement Revision. When independent contractors are providing services the Sponsoring Agency must:*

22. Upload a signed Contract for Professional Services (*Form JCPC/PO 001 Contract for Professional Services Template*) into NCALLIES once the Program Agreement or Program Agreement Revision is approved by DPS;
23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;
24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds and require compliance with all applicable laws and DPS JCPC Policy; and
25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement, or most recently approved Program Agreement Revision.

**The JCPC shall:**

1. Ensure the Sponsoring Agency uses JCPC funds only for the purposes approved by DPS in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision;
2. Comply with the DPS JCPC Policy, the North Carolina Administrative Code procedures (14B NCAC 11B), and N.C. G.S. §§ 143B-845 to 851;
3. Review and locally approve Program Agreements, Program Agreement Revision(s), and Third Quarter Accounting and submit information to the County in a timely manner to meet due dates established by DPS;
4. Submit any other information requested by the County or DPS; and
5. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring*.  
*Reference: 14B NCAC 11B.0202 and DPS JCPC Policy (policies 1, 3, 7, 8, 9, 10 and 11).*

**The County shall:**

1. Ensure the Sponsoring Agency is appropriately licensed when applicable, and either a local public agency, a 501(c) 3 nonprofit corporation or local housing authority (applicable only to the JCPC funding process);
2. Use funds only for the purposes approved by DPS in the Program Agreement, or most recently approved Program Agreement Revision;
3. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108;
4. Comply with the DPS JCPC Policy and North Carolina Administrative Code procedures (14B NCAC 11B);
5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
6. Review and locally approve Third Quarter and Final Accounting forms for the JCPC and all funded programs according to the procedures and due dates established by DPS.  
*Reference: 14B NCAC 11B.0108; DPS JCPC Policy (policies 8 and 9).*

**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.

**Choice of Law:** The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina, including the relevant provisions of G.S. Chapter 143B, Article 13, Part 3, Subpart F, and the Rules of 14B NCAC Chapter 11. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for

any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement 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 Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Assignment:** No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

- (a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or
- (b) Include any person or entity designated by the Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement, or the most recently approved Program Agreement Revision, obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Program Agreement 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 Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

## Property Rights

**Intellectual Property:** All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

**Physical Property:** The Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement, or the most recently approved Program Agreement Revision, and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in the North Carolina Administrative Code and *DPS JCPC Policy 1. Operations: JCPC Operations*.  
*Reference: 14B NCAC 11B.0110.*

## Disbursements and Internal Controls

### Reversion of Unexpended Funds

Any remaining unexpended funds disbursed by DPS to the County for the Sponsoring Agency must be refunded/

reverted back to DPS at the close of the fiscal year or upon termination of this Agreement.

## **Accountability for Funds**

### **Audit Requirement - Local Government or Public Authority Requirements**

Local Government or Public Authorities in accordance with N.C.G.S. § 159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority regarding compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

### **Audit Requirement – Non-Governmental Entities**

An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County, and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

## **Oversight**

### **Access to Persons and Records**

The State Auditor shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records related to all Program Agreements 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 DPS. State basic records retention policy requires all records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five (5) years since records must be retained for a period of three (3) years following submission of the final Federal Financial Status Report, if applicable, or three (3) 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 Program Agreement 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.

### **No Overdue Tax Debt Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.**

The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23(c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's Board of Directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the Federal, State, or local level. This written statement, *No Overdue Tax Debts*, shall be completed by the Sponsoring Agency to certify when there are no

overdue taxes. If the agency has overdue taxes, the Sponsoring Agency must notify DPS at the time a Program Agreement is submitted.

**Conflict of Interest Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.**

Consistent with the N.C.G.S. § 143C-6-23(b), not for profit organizations shall file with DPS and the County, a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its Board of Directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its Board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS will disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (*Form DPS 13 001*) and upload the statement in NCALLIES along with and the Sponsoring Agency's policy addressing conflicts of interests.

**Proof of 501(c)(3) Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.**

Not for profit organizations must upload proof of the agency's 501(c)(3) status when submitting a program agreement in NCALLIES.

**Amendment:** This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC, and Sponsoring Agency.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement 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 Program Agreement shall remain in full force and effect.

**Termination for Cause:** If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency 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 Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

**Termination without Cause:** DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other parties. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement, or the most recently approved Program Agreement Revision, prior to Program Agreement termination.

**Waiver of Default:** Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement,



or the most recently approved Program Agreement Revision, by the Sponsoring Agency 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 Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC, and the Sponsoring Agency.

**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 as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**Entire Agreement:** This Program Agreement (including any documents mutually incorporated specifically herein) represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements.

**END OF SECTION V – Terms of Agreement**

SECTION VI: BUDGET NARRATIVE			
JCPC Administration		Fiscal Year	FY 22-23
Item #	Justification	Expense	In Kind Expense
120	Salaries and Wages: 17.61 x 16.5 hours/month	\$3,486	
180	Fringe Benefits: Soc Sec \$216; Medicare \$50; Retirement \$398; Work Comp \$9; 401k \$105	\$778	
220	Food and Provisions	\$100	
260	Office Supplies and Materials	\$96	
<b>TOTAL</b>		<b>\$4,460</b>	

Job Title	Annual Expense Wages	Annual In Kind Wages
Administrative Secretary	\$3,486	
<b>TOTAL</b>	<b>\$3,486</b>	

**SECTION VII****Program:** JCPC Administration**Fiscal Year:** FY 22-23**Number of Months:** 12

	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$4,264</b>		<b>\$4,264</b>
120 Salaries & Wages	\$3,486		\$3,486
180 Fringe Benefits	\$778		\$778
190 Professional Services*			\$0
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$196</b>		<b>\$196</b>
210 Household & Cleaning			\$0
220 Food & Provisions	\$100		\$100
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials	\$96		\$96
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
<b>III. Current Obligations &amp; Services</b>			<b>\$0</b>
310 Travel & Transportation			\$0
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services			\$0
<b>IV. Fixed Charges &amp; Other Expenses</b>			<b>\$0</b>
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding			\$0
490 Other Fixed Charges			\$0
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$4,460</b>		<b>\$4,460</b>

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 22-23   Rowan County   Funding ID: 380-XXXX			
Sponsoring Agency: Rowan County   Program: JCPC Administration			

\$4,460	<b>DPS/JCPC Funds</b>	* This is the amount of your request on your application	
0%	<b>Local Match Rate</b>	Is the Local Match Rate 10%, 20% or 30%?	
	<b>County Cash</b>		<i>(Specify Source)</i>
	<b>Local Cash</b>		<i>(Specify Source)</i>
	<b>Local Cash</b>		<i>(Specify Source)</i>
	<b>Local In-Kind</b>		<i>(Specify Source)</i>
	<b>Other</b>		<i>(Specify Source)</i>
	<b>Other</b>		<i>(Specify Source)</i>
	<b>Other</b>		<i>(Specify Source)</i>
	<b>Other</b>		<i>(Specify Source)</i>
\$4,460	<b>TOTAL</b>	\$0	\$0
		Required Local Match	Match Provided

We, the undersigned, have reviewed this JCPC Program Application to be presented to the Juvenile Crime Prevention Council of this County in accordance with the procedures established by the local Juvenile Crime Prevention Council. Agencies seeking funding must be able to meet the applicable requirements of the North Carolina General Statutes, Administrative Code, and the Division of Adult Correction and Juvenile Justice.

We understand and acknowledge that the approval process is first with the Juvenile Crime Prevention Council, second with the County Board of Commissioners, and the final authority with the Department of Public Safety, Division of Adult Correction and Juvenile Justice.

All parties understand that the availability of funds is contingent upon the appropriation of those funds by the General Assembly of the State of North Carolina.

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**Chair, County Board of Commissioners or County Finance Director**

**Date**

---

**Chair, Juvenile Crime Prevention Council**

**Date**

Judy Klusman

4/20/22

**Program Manager**

**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:** Elizabeth Garcia  
**DATE:** May 31, 2022  
**SUBJECT:** Juvenile Crime Prevention Council FY 22-23 Funding

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On Friday, April 05, 2022 the Funding/Allocations Committee (Committee), a subcommittee of the Juvenile Crime Prevention Council (JCPC), met virtually to discuss funding for FY 22-23 program applicants. During the meeting, program applicants were given the opportunity to review their respective programs and to answer questions from the Committee. At the conclusion of the presentations, the Committee was agreeable as to which programs should be recommended to the full JCPC for consideration.

The JCPC was provided with the minutes from the Committee's meeting and on Tuesday, May 31, 2022, the JCPC met virtually to discuss the recommendations. The JCPC agreed with the Committee's recommendations and voted unanimously to submit to the Board of County Commissioners (BOCC) for approval.

The JCPC respectfully requests approval of the Funding Worksheet attached. The Funding Plan will require signatures from the BOCC Chairman, JCPC Chair and County Finance Director.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
JCPC FY 22-23 Funding Plan	5/31/2022	Cover Memo

# Rowan County

## NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 413,591 Local Match: \$ 239,694 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	JCPC Administration	\$4,460						\$4,460	
2	Rowan Youth Services Bureau, Inc. (Teen Court)	\$71,045		\$3,672	\$22,499			\$97,216	27%
3	Rowan Youth Services Bureau, Inc. (Sex Offender Evaluations and Treatment)	\$7,910		\$228	\$3,198			\$11,336	30%
4	Rowan Youth Services Bureau, Inc. (Juvenile Restitution)	\$76,068		\$3,672	\$19,484			\$99,224	23%
5	Transforming Youth Movement (SHIFT Mentoring)	\$44,250		\$3,550	\$24,000			\$71,800	38%
6	Transforming Youth Movement (Get Hired)	\$55,099			\$18,000			\$73,099	25%
7	Families First-NC, Inc. - (Strengthening Families)	\$49,789		\$93,645	\$11,280			\$154,714	68%
8	Happy's Farm, Inc. - (Discovering Yourself Through Barnyard Adventures)	\$34,893			\$15,423			\$50,316	31%
9	Aspire Youth and Family, Inc. ( Kids at Work! Rowan)	\$41,599			\$12,481			\$54,080	23%
10	Youth Development Initiatives (YDI Family Life Skills Academy - Rowan)	\$28,478			\$8,562			\$37,040	23%
11									
12									
13									
14									
15									
16									
17									
18									
	<b>TOTALS:</b>	<b>\$413,591</b>		<b>\$104,767</b>	<b>\$134,927</b>			<b>\$653,285</b>	<b>37%</b>

The above plan was derived through a planning process by the Rowan County  
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2022-2023.

Amount of Unallocated Funds \_\_\_\_\_

Amount of funds reverted back to DPS \_\_\_\_\_

Discretionary Funds added \_\_\_\_\_

☐ check type ☐ initial plan ☐ update ☐ final

-----DPS Use Only-----	
Reviewed by _____	Date _____
Area Consultant	
Reviewed by _____	Date _____
Program Assistant	
Verified by _____	Date _____
Designated State Office Staff	

\_\_\_\_\_  
Chairperson, Juvenile Crime Prevention Council (Date)

\_\_\_\_\_  
Chairperson, Board of County Commissioners (Date)  
or County Finance Officer



## **Notes for the County Funding Plan form**

This form will calculate and display the amount of unallocated funds in the county if any.

\*NOTE: if a negative number appears on the Amount of Unallocated Funds line, it indicates over-allocation of DPS-JCPC funds and correction is required.

Cells with zero "0" values will always display blank even if a zero is typed into the cell.

### **Available Funds Line**

\*Enter the county allocation for the year.

\*Verify that this amount is correct for the given county.

\*Do not adjust this amount by adding discretionary funds or subtracting reverted funds.

### **Discretionary Funds Line**

If Discretionary Funds are included in one or more program's revenues, indicate the total amount of these funds on the designated line in the lower left hand portion of the form. If there are no discretionary funds, leave that line blank.

### **Reverted Funds Line**

If any DPS-JCPC funds are reverted back to DPS by one or more programs or JCPC administration, show the total amount of the reverted funds on the designated line in the lower left hand portion of the form. If no funds are reverted, leave that line blank.

### **Check Type Boxes**

Please indicate at the lower left whether the funding allocation page is the initial one for the year, an update, or if it is the final one for the year.

**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 Caleb Sinclair  
**DATE:** 6/6/2022  
**SUBJECT:** Contract with Republic Services of NC

---

On the May 16, 2022 agenda, the Board gave permission for Purchasing and Environmental Services to enter into negotiations with Republic Services of NC to provide Solid Waste Collection for Rowan County. This contract would start July 1, 2022. Our current vendor has agreed to work with us on a month to month basis, if needed, during the transition. This contract would be for an amount not to exceed \$350,000 in FY23.

Attached is the proposed contract including Attachment A and B with Republic.

Board of Commissioners to authorize the County Manager to enter into an agreement with Republic Services of North Carolina, LLC for Solid Waste Collection Services for an amount not to exceed \$350,000.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
contract	5/31/2022	Cover Memo
Attachment A	5/31/2022	Cover Memo
Attachment B	5/31/2022	Cover Memo

## ROWAN COUNTY

## AGREEMENT FOR SERVICES

## NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina (“County”) and **Republic Services of North Carolina, LLC dba Republic Waste Services** (“Provider”).

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will exclusively 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. Definition.

**Applicable Law.** Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

**Hazardous Waste.** Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.

**Recyclable Material.** Recyclable Material consists of any material or substance at County’s Locations that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.

**Solid Waste.** Solid Waste is any nonhazardous solid waste generated at County’s Property that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Excluded Waste.

**Excluded Waste.** Excluded Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.

**Waste Material.** Waste Material is all Solid Waste and, if designated in this Agreement, Recyclable Material that are not excluded by this Agreement. Waste Material does not include any Excluded Waste.

2. 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 Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards.

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

4. 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 invoice within thirty (30) days of its submission. All unpaid

invoices shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by Applicable Law in the state, until the balance is paid in full. Each invoice shall document the work performed and the basis for the amount of payment sought. Provider shall increase the rates for all services effective on each anniversary of the Effective Date of this Agreement per the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding. Further, Provider may increase the rates for services due to (a) changes in local, state, or federal statutes, rules, ordinances regulations, or other laws; (b) increased fuel costs; and (c) adjustments for fuel recovery fee (FRF). Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost. If the Provider fails to perform in accordance with this Agreement, the County may send a written notice to the Provider stating such failure, upon which the Provider may correct its performance. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

5. 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 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.

6. 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.

7. 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.

8. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County from and against any and all , liabilities, claims, demands, suits, actual costs, direct damages, or actual expenses (including reasonable attorneys' fees) arising from Provider's gross negligence or willful misconduct while providing services under this Agreement. claimed for bodily injury, death, or property damage. Notwithstanding the foregoing, Provider shall have no obligation to indemnify, defend or hold harmless County or any third parties for any such liability or claim to the extent resulting from the negligence or, willful misconduct by County or any such third parties. The Provider's obligations under this section shall survive termination of this Agreement.

9. Title and Right to Refuse Excluded Waste: Title to Waste Material shall pass to Provider when loaded into Provider's collection vehicle or otherwise received by Provider. Title to and liability for any Excluded Waste shall at no time pass to Provider.

If Excluded Waste is discovered before it is collected by Provider, Provider may refuse to collect the entire Waste Container that contains the Excluded Waste. In such situations, Provider shall contact the County and the County shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Provider, Provider may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The County shall provide all reasonable assistance to Provider to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Provider in connection with such Excluded Waste. Subject to the County's providing all such reasonable assistance to Provider, Provider shall release County from any liability for any such costs incurred by Provider in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the County.

10. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), if either party materially breaches this Agreement and fails to substantially cure such breach within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by providing a thirty (30) days' written notice to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, County shall pay Provider only such charges and fees for the Services performed on or before the termination effective date and Provider shall collect its equipment, and shall have no further obligation to perform any Services under this 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 expire upon 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 terminate upon thirty (30) days' written notice to Provider of such limitation or change in Rowan County's legal authority.

11. Force Majeure. Except for County's obligation to pay amounts due to Provider, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Provider has no control, shall not be included as part of Provider's service under this Agreement. In the event of increased volume due to a Force Majeure event, Provider and the County shall negotiate the additional payment to be

made to Provider. Further, the County shall grant Provider variances in routes and schedules as deemed necessary by Provider to accommodate collection of the increased volume of Waste Materials.

12. Equipment and Access. Any equipment Provider furnishes shall remain Provider's property. County shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Provider's handling of the equipment). County shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. County shall be liable for all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of County's use, operation or possession of the equipment. County shall provide safe, unobstructed access to the equipment on the scheduled collection day. Provider may charge an additional fee for any additional collection service required by County's failure to provide access.

13. 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.

14. 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. In the event of any dispute arising under this Agreement, both parties waive any right to jury trial. Any lawsuit 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. Upon commencement of any litigation, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees or other costs incurred in such litigation.

15. 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.

16. Compliance With Laws. The parties acknowledge and agree that they will perform all Services and will satisfy all of their obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

17. 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 upon County's prior request. 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.

18. Repair of Damages. The Provider shall repair any damages that it causes to the County's property due to its gross negligence or willful misconduct, except normal wear and tear caused pursuant to the services performed under this Agreement. .

19. 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.



20. Assignment. The Provider or County may not assign its rights or obligations under this Agreement, without written approval from the other party, which may not be unreasonably withheld, delayed or conditioned; provided, however, that Provider may assign this Agreement, without consent, to an affiliate of Provider or in connection with the sale of Provider's business.

21. 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.

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

23. 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: \_\_\_\_\_

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

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

EXHIBIT A

CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider.  
Provide Solid Waste Collection for multiple locations around Rowan County. Services required are spelled out in attached proposal responses (Attachment A and B)
- B. Term of the Agreement.  
The initial contract term of three (3) years beginning July 1, 2022 and subject to renewal for an additional three (3) year terms based on mutual agreement of the parties. Pricing will be reviewed annually and adjusted (+/-) based on CPI for Water/Sewer Trash March Index to be effective July 1<sup>st</sup> for the duration of contract.
- C. Payment to the Provider.  
Pricing is included in Attachment A and B. Payments will be made monthly to provider. Initial Annual Rate not to exceed \$350,000.
- 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

THE COUNTY

THE PROVIDER

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

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

Name: Aaron Church

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

Title: County Manager

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

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)



PROPOSAL FOR  
ROWAN COUNTY  
SOLID WASTE COLLECTION SYSTEM  
SUBMITTED ON MARCH 8, 2022



SUBMITTED BY:  
Dana Chapman- Municipal Services Manager  
131 Industrial Blvd., Mocksville, NC 27028  
[Dchapman2@republicservices.com](mailto:Dchapman2@republicservices.com)  
C 336-817-8105

## **Table of Contents:**

**Tab 1- Cover Letter**

**Tab 2- Info Sheet & References**

**Tab 3- RFP & Addendum**

**Tab 4- Proposal Body**

**Tab 5- Proposal Pricing Sheet**

**Tab 6- Exceptions & Considerations**

**Tab 7- Bid Bond**

**Tab 8- Insurance Coverage Documentation**

March 8, 2022  
Rowan County  
Attn: Anna Bumgarner  
Purchasing Director  
Rowan County, NC

Dear Anna Bumgarner:

We are pleased to submit this proposal for Rowan County Solid Waste Collection. We are confident that you will find Republic Services to be the best-value proposer based on our commitments that make us a leader in the recycling and waste industry nationwide. We are proud to be recognized for the following benefits to your community:

- **We'll handle it from here TM**, our promise, lets customers know they can always rely on us to handle their recycling and waste needs in a way that is easy and effortless for them.
- Our drivers are **41% safer** than the industry average
- We have been recognized in the **top 10% of all companies globally** for our commitments and investments in sustainability

We are committed to the successful delivery of this contract and its daily operations. Our team's unique combination of collection experience, recycling expertise, and innovative management systems ensure quality service for the duration of the contract. Combined with our area management, this team has extensive industry experience operating and managing solid waste service delivery and have substantial experience in the region.

As a result of retaining experienced managers with extensive knowledge of our local community, we are proactive in anticipating your needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers. We are also an industry leader in inclusion and diversity practices.

Republic Services' proposal shares details about our ability to enhance and preserve your environmental stewardship as a true community partner. We have been a valued partner with Rowan County for many years, providing service for the Rowan County Schools and Rowan County Community College. We appreciate the opportunity to further our partnership with Rowan County.

Thank You for your time and consideration.

Shane Walker- Area President



Rowan County

Request for Proposals

Date Due: Tuesday, March 8, 2022 at 3:00 PM Solid Waste Collection System

**CONTRACTOR INFORMATION SHEET**

1. COMPANY NAME Republic Services of NC LLC
2. OWNER OF COMPANY Republic Services of NC LLC
3. NUMBER OF YEARS IN BUSINESS 26 years
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS Hickory- 211 & Davie Division- 33
5. WHO IS THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARDED THE CONTRACT?

CONTACT Dana T Chapman

TELEPHONE 336-817-8105

EMAIL Dchapman2@republicservices.com

6. PLEASE LIST THREE (3) REFERENCES OF BUSINESSES (NOT HOMES) FOR WHICH YOU HAVE PROVIDED WASTE DISPOSAL SERVICES FOR ONE YEAR OR LONGER IN THE PAST FIVE (5) YEARS.

NAME OF BUSINESS	PHONE #	YRS OF SERVICE
------------------	---------	----------------

<u>Catawba County</u>	<u>828-465-8940</u>	<u>26 yrs</u>
-----------------------	---------------------	---------------

<u>Alexander County</u>	<u>828-632-9332</u>	<u>26 yrs</u>
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<u>Davie County</u>	<u>336-753-6090</u>	<u>18 yrs</u>
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**PROPOSAL RESPONSE FORM**

The undersigned proposes and agrees that if this proposal is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Proposals documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the proposal certifies that this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ dated \_\_\_\_\_

**MUST BE SIGNED BELOW TO BE A LEGAL BID.**

Respectfully submitted this 8<sup>th</sup> day of March 2022

SIGNED: Don Phelps

NAME: Don Phelps

TITLE: General Manager

Rental of 30-yard covered roll-off recycling containers:

Monthly Rental \$ 125.00 each

Estimated Yearly Cost (4 units) \$6,000.00

Pricing per site shall be submitted on Attachment C. Additional information is provided on Attachments A and B.



**REQUEST FOR PROPOSALS**

**FOR**

**ROWAN COUNTY**

**Solid Waste Collection System**

**# 2022-027**

**ROWAN COUNTY**

130 West Innes Street

Salisbury, NC 28144

704-216-8174

[anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)

Date Issued: Friday, February 11, 2022

Date Due: Tuesday, March 8, 2022 at 3:00 PM ET

Administered By: Anna Bumgarner, Purchasing Director

**NOTICE TO CONTRACTORS**  
**REQUEST FOR PROPOSALS**  
**SOLID WASTE COLLECTION SYSTEM**

Rowan County is requesting proposals for Solid Waste Collection System with multiple locations around Rowan County that includes varying containers spelled out in the Scope of Work. All proposals submitted for services must meet or exceed the time frame and the product/service specifications as outlined in this Request for Proposals (RFP). It is the intent of the County to award to a single contractor to provide all equipment and services.

**Proposals for the Rowan County Solid Waste Collection System will be accepted until March 8, 2022 at 3:00 pm ET** at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Proposal documents may be obtained by contacting the Rowan County Purchasing Director or from the County website at:

Rowan County Purchasing Department  
Attn: Anna Bumgarner, Purchasing Director  
130 West Innes Street, Suite 31  
Salisbury, NC 28144  
704-216-8174  
[anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)  
<https://www.rowancountync.gov/675/Purchasing>

Submission of any proposal signifies the Contractor's agreement that their proposal and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Contractor. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.

Insurance requirements are listed in the document and will be required only from the awarded vendor before entering into contract with Rowan County.

Once the RFP is public all questions related to the RFP shall be directed to the Purchasing Director. Any contact related to the RFP with County Staff and/or Board of Commissioners will be prohibited and cause for rejection.

Rowan County reserves the right to award and/or reject any and/or all proposals and waive any technicalities or irregularities. For complete details, consult the proposal package.

This is the 11<sup>th</sup> day of February 2022.

Rowan County

By: Anna Bumgarner  
Rowan County Purchasing Director

### **Intent of Request for Proposals**

The purpose and intent of this Request for Proposals (RFP) is to contract for Solid Waste Collection System. The following documents make up this Request for Proposals:

- a. This Document
- b. Scope of Work
- c. Contractor Information Sheet
- d. Proposal Response Form

### **Important Dates**

Issue Date:	Friday, February 11, 2022
Deadline for written questions:	Thursday, February 17, 2022 at 5:00 PM ET
Deadline for Submitting Proposals:	Tuesday, March 8, 2022 at 3:00 PM ET

### **Submission of Proposals**

Proposals must be presented on the **Proposal Response Form** attached to the specifications in a sealed envelope and mailed or delivered to:

Rowan County Purchasing Department  
Attn: Anna Bumgarner, Purchasing Director  
130 West Innes Street, Suite 31  
Salisbury, NC 28144

The package shall be sealed and plainly marked **"RFP 2022-027 Solid Waste Collection System"**.

Contractors must submit one original sealed proposal and one copy on USB of their proposal.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any proposal not properly addressed or identified.

Sealed Proposals are due on Tuesday, March 8, 2022 at 3:00 PM ET in the J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Suite 31, Salisbury, North Carolina. Failure to submit a Proposal by this deadline will disqualify the Contractor from consideration in this project.

### **Request for Clarification**

The County will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Thursday, February 17, 2022. These written questions or requests must be submitted to Anna Bumgarner, Purchasing Director, by mail or e-mail. Any questions the County feels are pertinent to all interested contractors will be delivered to all participating contractors as addenda to this RFP. All addenda will be posted on the County website <https://www.rowancountync.gov/675/Purchasing>

and it is the responsibility of the Contractor to check for any addenda. All addenda will be posted by 5pm Monday, February 21, 2022.

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the County, other than those given in writing by the County, through the issuance of addenda. It is the full responsibility of the Contractor to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFP.

#### **Signed Proposal Considered an Offer**

Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this RFP will become part of the contract if the proposal shall be deemed approved and accepted by the County. In the event of a default on the part of the Contractor after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

#### **Timeline to Execute Contract**

As time is of the essence, the Contractor is required to begin and/or commence the work to be performed under this contract within the time specified on the Proposal Form. Failure by the Contractor to begin and/or complete the work within the contract time shall be assessed a penalty for each day of overrun. The Contractor hereby agrees to execute this contract and that said charges are considered a just and reasonable compensation to the County and said charges shall be deducted from payment.

#### **Availability of Funds**

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this RFP.

#### **Non-Discrimination**

The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

#### **Insurance Coverage**

The Contractor shall not commence work under this contract until all insurance required under this section has been obtained. The Contractor shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Contractor agrees that during the term of this contract, the Contractor, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:



### **WORKER'S COMPENSATION**

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. Workers' Compensation in the minimum amount of \$500,000 employer's liability. A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

### **COMPREHENSIVE GENERAL LIABILITY**

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than \$500,000 per occurrence / \$1,000,000 aggregate. This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance, **and name the County as an additional insured.**

This coverage must include:

1. Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured and it must be signed by the insurance company, not the agent or broker.
2. Contractor's protective coverage for his subcontractors.

### **COMPREHENSIVE AUTOMOBILE LIABILITY**

The Contractor shall maintain Comprehensive 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. A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance, **and name the County as an additional insured.**

Any exceptions must be agreed upon by the County prior to contract award.

### **Collusive Bidding**

The Contractor's signature on the Proposal Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Contractor(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

### **General Indemnity**

The Contractor shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Contractor (including its officers, agents and employees) in the performance or intended performance of this

contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Contractor. As an integral part of this contract, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

### **Assignment**

The successful Contractor shall be the prime Contractor and shall be solely responsible for all contractual performance. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of its agreements with the County, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

### **Conflict of Interest**

All Contractors must disclose in writing with their proposal the name of any owner, officer, director or agent who is also an employee of the County. All Contractors must also disclose in writing with their proposal the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFP or project.

### **Errors and Omissions**

The Contractor shall not take advantage of any errors or omissions in this RFP, and shall promptly notify the County of any omissions or errors found in this document.

### **Non-Appropriation Clause**

Contractor 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 from 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 Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial financial 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 Contractor of such limitation or change in Rowan County's legal authority.

### **References**

The Contractor shall provide references of “like” customers the date, product(s) and services provided each business reference. The Contractor shall include in the reference information name, address, contact person(s), telephone number(s), e-mail address and any other information that may be deemed important and that will assist the County personnel in contacting the Contractor’s references. The County may request additional evidence of the Contractor’s experience, qualifications, ability, products, service facilities and financial standing for which the Contractor shall be prepared to provide to the County, if required.

### **Evaluation Criteria**

The County reserves the right to accept any response or to reject any or all responses, and to waive defects and irregularities in any response. Price will be a major consideration in the County’s evaluation criteria, but it will not be the only determining factor in our evaluation. The proposals will be evaluated on a “best overall value” basis including, but not limited to, pricing, experience, references, quality, performance and the Contractor’s ability to adhere to all conditions and requirements of the specifications outlined in this RFP. The Contractor’s ability to provide a team of skilled, trained employees, maintenance costs, warranty provisions, and the Contractor’s experience with similar projects will also be considered in the County’s evaluation of the proposals submitted.

Evaluation criteria (1-5 scale)

- a. 50% Cost
- b. 50% Service and Reliability

### **Initial Term**

The initial contract term will be for three (3) years beginning July 1, 2022 and be subject to renewals for an additional three (3) year terms based on the County’s satisfaction of workmanship and responsiveness.

### **Termination**

If the County shall determine that it is in the County’s best interest, the County shall notify the Contractor to terminate the work within thirty (30) days. In such event, the Contractor shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

No claim shall be made by the Contractor for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

### **Pricing**

Submission of any proposal signifies the Contractor’s agreement that its proposal and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Contractor. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.

## SCOPE OF WORK

- A. Rowan County wishing to continue the operation of a Solid Waste Recycling Collection System consisting of the following:
  - 1. Eighteen (18) sites consisting of 8 cubic yard front loading some sites have various stationary compactors and/or roll off containers. Locations and equipment type are included in Attachment A.
  - 2. Six (6) drop off-off sites consisting of 30 and 40 cubic yard recycling containers, 40 cubic yard open-top containers and/or stationary compactors. Locations and equipment are included in Attachment B and C. All drop off sites will require on call scheduling.
- B. All residents of Rowan County shall be allowed to dispose of recyclables free and, for the appropriate fee, dispose of residential solid waste at the six (6) convenience sites as describe in Attachment B.
- C. The County currently owns most of the equipment (Attachments A, B, and C). Responses should include equipment lease for non-County owned equipment
- D. All services necessary to accomplish the emptying of the containers listed at all of the sites and the disposal of the waste they contain. Approximate frequency of disposal is outlined in the Attachments A B, and C.
- E. All responses must furnish satisfactory information of adequate financial resources and experienced personnel to perform the services required by these specifications. No award will be made to respondent who, as determined by County, has an unsatisfactory performance record, inadequate experience, or who lacks the necessary capital, organization, and equipment to conduct and complete the services in strict accordance with these specifications. Respondents must have adequate equipment, finances and personnel to conduct and complete the required services; and upon request, demonstrate such equipment and show financial statements.
- F. All respondents shall supply detailed inventories of their collection equipment and all accessories by type, model, year of manufacture and anticipated remaining useful life as of the date of the inventory. All leased equipment shall be listed separately, the time remaining on each leased machine and options of renewal, where applicable, shall be stated.
  - 1. Contractor shall bear all cost of maintenance, wear, damages and comprehensive insurance on leased or contractor-owned equipment.
  - 2. Contractor shall bear all cost of damage to site concrete walls, pads, fences and platforms, resulting from contractor's misuse of equipment.
  - 3. Storage Containers shall:
    - a. Stationary Compactor (if applicable)
      - i. The stationary compactor shall be rated by the National Solid Waste Management Association (NSWMA)

- ii. The stationary compactor shall be engineered for use with a minimum of forty (40) cubic yard roll-off container.
    - iii. The stationary compactor shall have a minimum NSWMA base size rating of 2.2 cubic yards.
    - iv. Contractor shall be required to fill out detailed specifications for stationary compactor.
  - b. Compaction Container (if applicable)
    - i. The compaction container shall be a roll-off container consisting of heavy-duty steel construction engineered for use with the stationary compactor.
    - ii. The compaction container shall be a minimum of forty (40) cubic yard storage capacity.
  - c. Recycling Container
    - i. The recycling container shall be a roll-off container consisting of heavy-duty steel construction.
    - ii. It shall have small doors suitable for the depositing of recyclable materials and be designed to keep materials dry and protected from weather.
    - iii. The recycling containers shall be a nominal 30 and 40 cubic yard container.
- G. A bid bond for \$10,000 written by a surety company licensed to do business in the State of North Carolina shall accompany each proposal as evidence of good faith and responsibility of the respondent. This bond shall be retained by the County as liquidated damages should the respondent refuse or fail to enter into a contract with the County for the execution of the work embrace in the proposal in the event the proposal of the respondent is accepted.
- H. Rowan County will operate and maintain all facilities contained within the collection site with the exception of any equipment leased from the contractor.
- I. Rowan County shall be allowed to add additional services and equipment and/or reduce needed services and equipment with thirty (30) days written notice within the Rowan County. This includes but is not limited to:
  - 1. Number of Sites
  - 2. Number of Rental Containers
  - 3. Number or Location of front-end pickups
  - 4. Number of Stationary Compactors
  - 5. Number of Recyclable Materials to be collected
  - 6. Number of locations for delivery of recyclable materials
- J. The County Landfill will be made available to the successful contractor during regular business hours at no charge for the emptying of Rowan County's roll-off containers.
- K. Contractor will pay the current tipping fee for any waste not in a Rowan County container or a container leased to Rowan County. Successful contractor will pay the current tipping fee for all waste delivered to the landfill in a front-end truck.
- L. Successful Contractor will supply Rowan County Environmental Management with

completed route sheets of the previous month's work. These route sheets shall be attached to the monthly invoice.

- M. Successful Contractor shall be required to have available backup trucks and personnel.
- N. Successful Contractor shall be required to provide written proof that all solid waste collected as a result of this agreement shall be disposed of in a proper and sanitary manner in accordance with the regulations contained within the North Carolina Solid Waste Management Rules.
- O. Contractor shall make his own determination as to conditions and shall assume all risk and responsibility, and shall complete the work in and under conditions he may encounter or create, without additional cost to the County.
- P. Successful Contractor shall empty and return all Roll-Off containers requested by Rowan County within twenty-four (24) hours of the county's service request.
- Q. Rowan County reserves the right to negotiate with the successful contractor and/or current contractor on a schedule and cost to operate the present system during the mutually agreed upon phase-in schedule.
- R. Contract shall incorporate all terms of this RFP.



**CONTRACTOR INFORMATION SHEET**

1. COMPANY NAME \_\_\_\_\_
2. OWNER OF COMPANY \_\_\_\_\_
3. NUMBER OF YEARS IN BUSINESS \_\_\_\_\_
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS \_\_\_\_\_
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARDED THE  
CONTRACT? \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_
6. PLEASE LIST THREE (3) REFERENCES OF BUSINESSES (NOT HOMES) FOR WHICH YOU HAVE  
PROVIDED PEST CONTROL SERVICES FOR ONE YEAR OR LONGER IN THE PAST FIVE (5) YEARS.

NAME OF BUSINESS

PHONE #

YRS OF SERVICE

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## PROPOSAL RESPONSE FORM

The undersigned proposes and agrees that if this proposal is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Proposals documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the proposal certifies that this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ dated \_\_\_\_\_

### MUST BE SIGNED BELOW TO BE A LEGAL BID.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Rental of 30-yard covered roll-off recycling containers:

Monthly Rental \$ \_\_\_\_\_

Estimated Yearly Cost (4 units) \$ \_\_\_\_\_

Pricing per site shall be submitted on Attachment C. Additional information is provided on Attachments A and B.

## Attachment A

Locations and frequency of pick up for recycle, municipal solid waste (MSW), and stationary compactor units.

Provide pricing per location based on chart below:

Location	Roll-off Units Recycle	Roll-off Freq Recycle	Roll-off Units MSW	Roll-off Freq MSW	Compactor Units	8-yd Units	8-yd Freq
<b>Dan Nicholas Park</b> 6800 Bringle Ferry Rd, Salisbury	1 (call in)	As requested	2	*1/week		2	1/week
<b>Rowan Agricultural Bldg.</b> 2727 Old Concord Rd, Salisbury						1	1/month
<b>Rowan Co. Administration</b> 130 W. Innes St, Salisbury						1	1/week
<b>Rowan Health Dept.</b> 1811 E. Innes St. Salisbury						1	1/week
<b>Mid Carolina Airport</b> 3670 Airport Loop Rd, Salisbury						3	2/mo
<b>Sloan Park</b> 550 Sloan Rd, Mt. Ulla						2	2/mo
<b>Ellis Park</b> 3541 Old Mocksville Rd, Salisbury						1	2/mo
<b>Rowan Co. Offices</b> 402 N. Main St, Salisbury						1	2/week
<b>Dept. of Social Services</b> 1813 E. Innes St, Salisbury						1	1/week
<b>Detention Center</b> 115 W. Liberty St, Salisbury						1	5/week
<b>Sheriff's Office-Parking Lot</b> 232 N. Main St, Salisbury						1	2/week
<b>Detention Center Annex</b> 400 Grace Church Rd, Salisbury						1	2/week
<b>Facilities-Maintenance</b> 425 Airport Road, Salisbury						1	1/month
<b>Rowan Co. Crawford Bldg.</b> 310 N. Main St, Salisbury						1	1/week
<b>West End Plaza</b> 1935 Jake Alexander Blvd, Salisbury	40-yd rec box w/lease	As requested			2 comp w/lease	2	1@ 1/week 1@ 2/week
<b>911 Call Center</b> 1090 Corporate Ctr. Dr, Salisbury						1	1/mo
<b>Animal Control</b> 1465 Julian Rd, Salisbury						1	1/week
<b>Recycling Processing Center</b> 1102 N. Long St.Ext E, Spencer			1	As requested			

## ATTACHMENT B

The location of solid waste roll-off containers at Drop-Off Centers and estimated number of pickups during 12 months. All service is scheduled by request.

Convenience Sites	Approximate Miles to Landfill	Estimated # of Pickups last 12 months
Rock Grove Church Road Site (205 Rock Grove Church Rd, Salisbury)	18	89
Dunn's Mountain Road Site (1735 Dunn's Mtn. Rd, Salisbury)	13	58
Providence Church Road Site (1985 Providence Church Rd, Salisbury)	16	22
Woodleaf Site (789 Campbell Rd, Woodleaf)	N/A	N/A
Goodnight Road Site (3282 Goodnight Rd, Salisbury)	10	60
Stokes Ferry Site (8835 Stokes Ferry Rd, Salisbury)	20	48

## ATTACHMENT C

### Pickup and transport of roll-off solid waste containers from Drop off sites to landfill.

Locations	Cost per Pickup	Estimated # of Pickups to Landfill	Estimated Annual Cost
Rock Grove Church Road (205 Rock Grove Church Rd, Salisbury)	\$	180	\$
Dunn's Mountain Road (1735 Dunn's Mtn. Rd, Salisbury)	\$	180	\$
Providence Church Road (1985 Providence Church Rd, Salisbury)	\$	35	\$
Woodleaf (789 Campbell Rd, Woodleaf)	\$	0	\$
Goodnight Road (3282 Goodnight Rd, Salisbury)	\$	160	\$
Stokes Ferry (8835 Stokes Ferry Rd, Salisbury)	\$	90	\$

### Pickup and transport of roll-off solid waste containers from Drop off sites to Recycling Processing Center (RPC).

Convenience Sites	Cost per Pickup	Estimated # of Pickups to RPC	Estimated Annual Cost
Rock Grove Church Road (205 Rock Grove Church Rd, Salisbury)	\$	120	\$
Dunn's Mountain Road (1735 Dunn's Mtn. Rd, Salisbury)	\$	120	\$
Providence Church Road (1985 Providence Church Rd, Salisbury)	\$	45	\$
Woodleaf (789 Campbell Rd, Woodleaf)	\$	84	\$
Goodnight Road (3282 Goodnight Rd, Salisbury)	\$	84	\$
Stokes Ferry (8835 Stokes Ferry Rd, Salisbury)	\$	70	\$



**Rowan County Purchasing Department**

130 West Innes Street • Salisbury, NC 28144

Phone: 704-216-8174

Email: [anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)

Addendum I RFP #2022-027 Solid Waste Collection

Additional information:

1. Current contract is available on County website at:  
<https://www.rowancountync.gov/DocumentCenter/View/28573/Contract-22101---Waste-Management-Hauling-PDF>
2. Last 3 months of invoices are attached.





**Rowan County Purchasing Department**  
130 West Innes Street • Salisbury, NC 28144  
Phone: 704-216-8174  
Email: [anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)

## Addendum II RFP #2022-027 Solid Waste Collection

### Additional information:

- Q1. Can we get tonnage reports?
- A1. Municipal Solid Waste (MSW) Tons from convenience centers for 2021 calendar year totaled approximately 4,400 tons. No available data for 8-yard collected tons which can be attributed to Rowan County boxes.
- Q2. What is the current tipping fee for MSW?
- A2. In-county rate is \$34.00 plus NC tax of \$2.00/ton. Out of county rate is \$39.00 plus \$2.00 NC tax/ton.
- Q3. Is there a current contract for recycle processing? Where is the material currently going? Will the County pay for processing directly?
- A3. There is no contract or tipping fee for presorted recyclables collected by our program. Rowan County owns and operates a Recycling Processing Center at 1102 N. Long St. Extension in East Spencer. Only presorted material collected at our convenience centers are accepted by our processing facility.
- Q4. Can you verify containers and service levels for the below sites?
- A4. **Dan Nicholas Park-** 1 roll off container for recycle As Requested 2 roll of containers for MSW(1x/week), and 2- 8yrd containers 1/week? (How many times was the "As Requested" containers hauled in 2022?)  
(As requested-approximately 3 requests annually), Two (2) Dan Nicholas 8yds are serviced weekly. There are 2 MSW Roll off containers onsite (we have 1 of these serviced weekly during the busy season (April-Sept) and as needed during the off-season (approx. 4-6 service requests in total off-season)).  
**West End Plaza-**1 compactor for recycle "As Requested", 2 compactors one is service 1/week and the other 2x/week? Is there any 8Yrd serviced? (How many times were the As Requested containers hauled in 2022?)  
West End Plaza requires leased equipment consisting of two (2) 8-yard front load and 2 compactor set ups for cardboard. The frequency of service for the 8-yard in the front of the facility is 1/week. The 8-yard located at the back of the building is 2/week. Cardboard compactors are serviced "as requested" (Approximately 20 combined service requests annually).

**Recycle Processing Center- 1 Roll off Container “As Requested”** (How many times was the “As Requested” container hauled in 2022?)  
MSW 40 yard serviced approximately 50 times.

- Q5. Why is there a difference between Attachment B versus C? Should there be a price sheet for Attachment B?
- A5. Attachment B has been amended and gives an approximation of distance to both landfill and Recycling Processing center from drop off locations. (See [rowancountync.gov](http://rowancountync.gov) for amended attachment ‘B’). All pricing for Attachment B locations are listed in Attachment C.
- Q6. What are the approximate miles to the Recycling Processing Center?
- A6. See updated Attachment B.
- Q7. Is there a pricing sheet for the service levels in Attachment A?
- A7. Please see revised Attachment A that includes a column to provide the cost per pickup per location of 1 container. This price will be used to determine total cost of this service based on number of units and frequency of pickups. This price will also be used to reduce or increase needed to services per location.
- Q8. Price sheet for rental/lease rates for compactors?
- A8. Rowan County currently leases two (2) 8-yard MSW front load containers and 2 recycling compactor set-ups (cardboard) at West End Plaza. Rowan County will require pricing for the West End Plaza units and for any additional units as needed throughout the county. Typically, Rowan County owns and maintains most containers and equipment.
- Q9. Have there been any liquidated damages with the current vendor?
- A9. No
- Q10. Does the County own the compactors?
- Q10. Rowan County owns all containers and equipment except for: two (2) 8-yard front load containers and 2 stationary compactor set ups for cardboard at the West End Plaza location. (This equipment will need to be furnished by the successful vendor).
- Q11. How are the “on call” services scheduled with current vendor?
- A11. “On call” requests will made via email to successful vendor. Drop off centers in particular require swift turn-around of service to ensure that the county centers have sufficient capacity for waste and recyclables generated at these locations.
- Q12. What are the operating hours of the Convenience sites and Landfill?
- Q12. Please refer to ‘Rowan County Recycles How-To Guide” (page 2) for all facility operating hours. “How to” guide can be found on updated RFP at: [www.rowancountync.gov](http://www.rowancountync.gov)) and as Attachment C to this addendum.

## Attachment A

Locations and frequency of pick up for recycle, municipal solid waste (MSW), and stationary compactor units.

Provide pricing per location based on chart below:

Location	Roll-off Units Recycle	Roll-off Freq Recycle	Roll-off Units MSW	Roll-off Freq MSW	Compactor Units	8-yd Units	8-yd Freq	Price per pickup
<b>Dan Nicholas Park</b> 6800 Bringle Ferry Rd, Salisbury	1 (call in)	As requested	2	*1/week		2	1/week	
<b>Rowan Agricultural Bldg.</b> 2727 Old Concord Rd, Salisbury						1	1/month	
<b>Rowan Co. Administration</b> 130 W. Innes St, Salisbury						1	1/week	
<b>Rowan Health Dept.</b> 1811 E. Innes St. Salisbury						1	1/week	
<b>Mid Carolina Airport</b> 3670 Airport Loop Rd, Salisbury						3	2/mo	
<b>Sloan Park</b> 550 Sloan Rd, Mt. Ulla						2	2/mo	
<b>Ellis Park</b> 3541 Old Mocksville Rd, Salisbury						1	2/mo	
<b>Rowan Co. Offices</b> 402 N. Main St, Salisbury						1	2/week	
<b>Dept. of Social Services</b> 1813 E. Innes St, Salisbury						1	1/week	
<b>Detention Center</b> 115 W. Liberty St, Salisbury						1	5/week	
<b>Sheriff's Office-Parking Lot</b> 232 N. Main St, Salisbury						1	2/week	
<b>Detention Center Annex</b> 400 Grace Church Rd, Salisbury						1	2/week	
<b>Facilities-Maintenance</b> 425 Airport Road, Salisbury						1	1/month	
<b>Rowan Co. Crawford Bldg.</b> 310 N. Main St, Salisbury						1	1/week	
<b>West End Plaza</b> 1935 Jake Alexandar Blvd, Salisbury	40-yd rec box w/lease	As requested			2 comp w/lease	2	1@ 1/week 1@ 2/week	
<b>911 Call Center</b> 1090 Corporate Ctr. Dr, Salisbury						1	1/mo	
<b>Animal Control</b> 1465 Julian Rd, Salisbury						1	1/week	
<b>Recycling Processing Center</b> 1102 N. Long St.Ext E, Spencer			1	As requested				

## **ATTACHMENT B (Amended 2/17/2021)**

The location of Drop-Off Centers and estimated number of miles to Rowan Recycling Processing Center

All service is scheduled by request. Miles must be verified by vendor.

<b>Convenience Sites</b>	<b>Approximate Miles to Landfill</b>	<b>Approximate Miles to Rec Processing Ctr.</b>
<b>Rock Grove Church Rd. site</b> <b>205 Rock Grove Church Rd. Salisbury</b>	18	16
<b>Dunn's Mountain Rd. site</b> <b>1735 Dunn's Mtn. Rd. Salisbury</b>	13	7
<b>Providence Church Rd. site</b> <b>1985 Providence Church Rd. Salisbury</b>	16	7
<b>Woodleaf site</b> <b>789 Campbell Rd. Woodleaf</b>	N/A	13
<b>Goodnight Rd. site</b> <b>3282 Goodnight Rd. Salisbury</b>	10	17
<b>Stokes Ferry site</b> <b>8835 Stokes Ferry Rd. Salisbury</b>	20	12



# ROWAN COUNTY RECYCLES



## HOW-TO GUIDE

These materials are accepted at all Rowan County Convenience Sites (unless otherwise noted). Please place in separate bins as indicated per site. Visit [www.rowancountync.gov/recycling](http://www.rowancountync.gov/recycling) for a list of acceptable items.



\*Motor Oil etc. accepted at Goodnight Road and Woodleaf sites only.

\*\*Tires accepted at Landfill Facility only.

## NOT ACCEPTED

Please keep these items out of your recyclables. Please keep plastic bags out of recycling bins.



- Plastic bags
- Styrofoam
- Window or mirror glass
- Hazardous waste
- Liquid waste (paint, cleaners, etc.)

- Dishes or cookware (plates, cups, ceramics, pots, etc.)
- Non-rechargeable batteries



# DISPOSAL BANS

The following materials are banned from disposal in NC landfills per G.S. 130A-309.10. Please recycle instead.

- ⊘ PLASTIC BOTTLES
- ⊘ ALUMINUM CANS
- ⊘ USED OIL AND OIL FILTERS
- ⊘ TVS AND COMPUTER EQUIPMENT
- ⊘ LEAD-ACID BATTERIES
- ⊘ WHITE GOODS (WASHER, DRYER, ETC.)
- ⊘ ANTIFREEZE
- ⊘ WHOLE SCRAP TIRES
- ⊘ WOODEN PALLETS
- ⊘ YARD WASTE

Special Waste Events are held annually for difficult to dispose of items. Please contact us or visit our website for upcoming events.

Thank you for your efforts!



## CONVENIENCE CENTER LOCATIONS & HOURS

Convenience Centers accept recyclables at no charge and also accept household garbage for a fee. These sites are intended for general public use. Commercial quantities and construction materials should use the Rowan County Landfill. **All loads must be covered** in an effort to prevent litter along the roadways.

### DUNN'S MOUNTAIN ROAD SITE

704-637-7399  
1735 Dunn's Mountain Rd.  
Salisbury, NC 28146  
Open: Mon, Fri, Sat | 7 AM - 7 PM

### GOODNIGHT ROAD SITE

704-637-2115  
3282 Goodnight Rd.  
Salisbury, NC 28147  
Open: Mon, Fri, Sat | 7 AM - 7 PM

### PROVIDENCE CHURCH ROAD SITE

704-636-1798  
1985 Providence Church Rd.  
Salisbury, NC 28146  
Open: Mon, Fri, Sat | 7 AM - 7 PM

### ROCK GROVE SITE

704-855-1780  
205 Rock Grove Church Rd.  
Rockwell, NC 28138  
Open: Mon - Sat | 7 AM - 7 PM

### STOKES FERRY ROAD SITE

704-637-2475  
8835 Stokes Ferry Rd.  
Salisbury, NC 28146  
Open: Mon, Fri, Sat | 7 AM - 7 PM

### WOODLEAF SITE

704-278-3006  
789 Campbell Rd.  
Woodleaf, NC 27054  
Open: Mon - Sat | 7 AM - 7 PM

## OTHER ENVIRONMENTAL MANAGEMENT FACILITIES

### LANDFILL

704-278-2211  
789 Campbell Rd.  
Woodleaf, NC 27054  
Open: Mon - Fri | 7:30 AM - 4 PM;  
Sat | 8 AM - 2 PM

### RECYCLING PROCESSING CENTER

704-638-3045  
1102 N. Long Street Extension  
Spencer, NC 28039  
Open: Mon - Fri | 7 AM - 3:30 PM

Disposal rates are based on weight of garbage. Visit [www.rowancountync.gov/enviromanagement](http://www.rowancountync.gov/enviromanagement) for current rates.

## CONTACT US

PHONE 704-216-8589  
FAX 704-216-8969  
[www.rowancountync.gov/enviromanagement](http://www.rowancountync.gov/enviromanagement)

Dept. of Environmental Management  
1102 N Long Street Extension  
PO Box 430  
East Spencer, NC 28039  
Open Mon-Fri | 8 AM - 5 PM

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





## Executive Summary

*92% of municipalities partnered with Republic Services extend their contracts because of our partnerships and local expertise offering simple, reliable solutions that are environmentally responsible.*

### Best Value

**We'll handle it from here.™**, our brand's promise, lets customers know they can count on us to provide a superior experience while fostering a sustainable Blue Planet for future generations to enjoy a cleaner, safer and healthier world.

How do we achieve our vision of becoming America's preferred recycling and waste services partner? By providing our customers with simple solutions, reliability and environmental responsibility wrapped with a level of service that is unmatched anywhere in our industry.

Our strategy to get there is earning your business through differentiation. Simply put...it is the best people delivering the best products that best meets our customer's needs and it directs everything we do.

**Republic Services is your low-risk, best value partner**

- Reliable - 99.9% pickup rate
- Environmental Responsible - 2,400 CNG trucks nationwide
- Safer - 42% fewer incidents than industry average
- Simple Solutions - My Resource
- Only recycling and waste company on the Dow Jones Sustainability Index (Top 10% globally)
- Three fully staffed, US-based, national customer resource centers

The zeal for our customers has brought forth new and exciting changes. From operations to talent to technology, we are focused on not just meeting the needs of our 14 million customers, but exceeding them.

Low cost providers in the industry sacrifice one or more of these elements, translating to risk to your municipality. Republic Services is your best-value partner, through our proven and demonstrated balance of these factors, while serving over 2700 municipal contracts today.

### Sustainability

*Figure 1. You're Low-Risk, Best Value Partner - Republic Services is proud to lead the industry in many*

*key factors that make us your preferred partner for municipal recycling and waste services.*

Strengths of our Company	Benefits to Municipality
99.9% On-time pickup rate	Happy community; fewer calls to city hall
42% safer than industry average	Fewer incidents; safer community streets for children at play
Simple Solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized Globally on Dow Jones Sustainability Index	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Longer customer service hours, with hundreds of trained agents networked together nationwide
Web and Smartphone based apps for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination
Robust community education and outreach	Better informed community leads to lower contamination and greater diversion rates



Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, to increase customer loyalty, to grow our business, to motivate our employees and to differentiate Republic Services from our competitors.

We believe we have a responsibility to regenerate our planet with the materials we are entrusted to handle every day by driving increased recycling, generating renewable energy, and helping our customers be more resourceful.

Additionally, we must lead by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

## Operations

We exercise the utmost responsibility in our operations. This includes our fleet, our buildings, our landfill technology and the day-to-day activities we conduct in our communities. We are working hard to understand and measure our impact on air, land and water to minimize or eliminate any negative consequences, where possible.

## Materials Management

We recognize the responsibility and opportunity we have in managing the nation's waste stream to provide a source of recovered and renewable materials and energy to the economy. We are innovative and constantly exploring new options to capture value and energy from materials in the waste stream, while ensuring environmental responsibility and sustainability.

## Safety

We prioritize safety above all else. When people feel safe, they can fully participate in the opportunities that are available to them every day.

Republic has a consistently low and trending lower occurrence of incidents and accidents and is known for its strict focus on safety and corresponding best in industry, multi-faceted, and well organized safety program. Republic's average OSHA scores are lower than the average OSHA scores for the waste industry according to Department of Labor, Bureau and Statistics Data. Employees, the general public, and rate payers all benefit from Republic's dedication to safety. Republic has been and will continue to strive to be the safest waste services company in America. We are 42

*Figure 2. 5 Elements of Sustainability – These commitments are reflected in the way we do business and guided by the five elements of our sustainability platform.*



percent safer than our competition. Republic also has the youngest fleet of all waste services providers in the United States.

service for our customers today, and we invite you to visit and see first-hand how these facilities lead the industry in quality of customer service to your community.

## Customer First

In 2016, Republic Services made a major commitment to further differentiate from our competitors by investing in the enhancement of the quality and reliability of our customer service capabilities. To accomplish this, we consolidated hundreds of small call centers across the country into three state-of-the-art, fully integrated Customer Resource Centers (CRC) located in Phoenix AZ, Indianapolis IN, and Charlotte NC. These facilities were selected for their location to ensure we can deliver call support for 15 hours per day (7:00am Eastern to 7:00pm Pacific) on weekdays, and 5 hours on Saturday. These facility locations were also selected in markets known for a high population of call center agents, which means they are staffed with a highly trained and carefully selected staff who have each passed a rigorous 5 week training course. Additionally, every agent is equipped with industry-leading technology to ensure a superior customer experience when they call with questions or to request additional service. Our new CRCs are already delivering superior

*Figure 3. We'll Handle It From Here – Our brand promise to you is backed by our three pillars of differentiation, enabling us to be your preferred recycling and waste partner.*

Simple Solutions	Reliability	Environmental Responsibility
<ul style="list-style-type: none"> <li>• My Resource</li> <li>• All-in-One Office</li> <li>• Electronics Recycling</li> <li>• Universal Recycling</li> <li>• eCommerce*</li> </ul>	<ul style="list-style-type: none"> <li>• 99.9% Pickup Rate</li> <li>• 1<sup>st</sup> Call Resolution</li> <li>• 42% Safer Drivers</li> <li>• Youngest Fleet in the Industry</li> <li>• Digital Operations*</li> </ul>	<ul style="list-style-type: none"> <li>• Recycling Offering</li> <li>• 2,400 CNG Trucks</li> <li>• 73 L/F Gas-to-Energy Projects</li> <li>• Sustainability Commitments</li> </ul>



*Republic Services invests in our communities by continuing to provide customers with safe, customer service focused solutions*

residential customers. Republic owns or operates 340 collection operations, 198 transfer stations, 193 active solid waste landfills and 67 recycling centers across 39 states and Puerto Rico. We also have 69 landfill gas and renewable energy and are adding new facilities every year. With over 16,000 vehicles Republic deploys the 8th largest fleet in the U.S. to collect approximately 100 million tons of waste and collect five million tons of recyclables.



Rowan County



## Company Overview

*Republic Services is the largest provider of municipal recycling and waste services in the country, serving over 2,700 communities, with over 14 million customers in 39 states..*

### Our Company

Republic Services is an industry leader in the non-hazardous solid waste industry with revenues in excess of \$9 billion and over 33,000 dedicated employees. Figure 1 shows our lineage, which includes three of the industries most recognized brands, who combined in 2008. All of our legacy brands operate today as a part of the Republic Services family.

Republic's collection companies, transfer stations, recycling centers and landfills focus on providing effortless solutions for our more than 14 million commercial, industrial, and

- Municipalities that partner with Republic Services choose to renew or extend 92% of the time
- Average tenure of Republic Services Municipal customer is over 12 years
- As a corporate partner we sponsor and are present in the communities we serve.



- 1 **Republic Industries** was created as a waste disposal firm in 1981
  - H. Wayne Huizenga, became chairman of the board in 1995; Republic Industries began acquiring auto dealerships and car rental agencies
- 2 In 1998, Republic Industries spun off **Republic Services** as an IPO then changed its name to AutoNation.
- 3 **BFI** founded in 1966, with 1 truck in Houston, TX; First waste company on Stock Exchange
- 4 Sold in 1999 to Allied Industries, aka **Allied Waste**
- 5 In June 2008, Republic Services became the second largest waste management company in the U.S. following the acquisition of its larger competitor, Allied Waste Industries.
  - The merged company retained the **Republic Services** name

## Vision

Republic Services' vision is to be America's preferred recycling and waste services partner. We'll earn this by providing our customers with simple solutions, reliability and environmental responsibility, wrapped with a level of service unmatched anywhere else in our industry.

## Values

We are guided by the principles we have adopted as our core values – to be Respectful, Responsible, Reliable, Resourceful and Relentless in all we do, every day. We are reminded of these principles every time we see the five R's joined together to form the Republic Services' Star.

## Strategy

Our strategy is profitable growth through differentiation. Simply put, we hire the best people that deliver the best products that best meet our customers' needs.

## Brand

*We'll handle it from here.™*, our brand's promise, lets customers know they can count on us to provide a superior experience while fostering a sustainable *Blue Planet™* for future generations to enjoy a cleaner, safer and healthier world.

## Leadership

Republic Services' operations are national in scope, but the physical collection and disposal of waste is very much a local business and the dynamics and opportunities differ in each of our markets.

Our national presence allows us to identify and incorporate best practices that drive greater overall operating efficiency across the company while maintaining day-to-day

operating decisions at the local level, closest to the customer. We manage our operations through ten geographic operating areas, consisting of multiple divisions that each provides recycling and waste collection, transportation and disposal services.

Your municipal contract will be executed locally, by our seasoned team located at Republic Services-Mocksville, NC. This team is fully empowered within our company structure to deliver on our promise to be your preferred recycling and waste provider. This local team is only two levels removed from our corporate staff, which means the backing and support of a national company is accessible on a moment's notice.



## Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

### Ownership beyond five percent

The following table shows certain information as of December 31, 2015 with respect to the ownership of common stock by each shareholder who is known by Republic Services to own more than 5% of our outstanding common stock:

- United States Green Building Council (USGBC)
- Public Affairs Council
- U.S. Conference of Mayors, Solid Waste Advisory Council
- National League of Cities (NLC)
- International City Managers Association (ICMA)

## Credit

Republic Services, Inc. has an “investment grade” rating.

No creditor is owed a debt greater than 10 percent of the Company’s total assets.

## Associations

Republic Services is a member of the following associations and organizations. Republic Services employees are actively engaged in these organizations. In many cases, our employees serve on the Boards of Directors and are elected officers in many of these associations.

- National Waste & Recycling Association (NW&RA)
- Solid Waste Association of North America (SWANA)
- Environmental Research and Education Foundation (EREF)

## Collections – Operations

*Great operations come from great people. Republic's locally based operations team draws from extensive training and the backing of a seasoned corporate support team. The result is a 99.9% on-time service record, with an emphasis on safety, sustainable practices, and low risk operation for the Municipality.*

### Operations Overview

Successful collection operations begin with a seasoned operations supervisor who knows the business as well as your community. Your Republic local operations supervisor is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, and implementation and enforcement of safety procedures.

## Attachment A

Locations and frequency of pick up for recycle, municipal solid waste (MSW), and stationary compactor units.

Provide pricing per location based on chart below:

Location	Roll-off Units Recycle	Roll-off Freq Recycle	Roll-off Units MSW	Roll-off Freq MSW	Compactor Units	8-yd Units	8-yd Freq	Price per pickup
Dan Nicholas Park 6800 Bringle Ferry Rd, Salisbury	1 (call in)	As requested	2	*1/week		2	1/week	RO= \$175.00 FL= \$294.44
Rowan Agricultural Bldg. 2727 Old Concord Rd, Salisbury						1	1/month	\$36.81
Rowan Co. Administration 130 W. Innes St, Salisbury						1	1/week	\$147.22
Rowan Health Dept. 1811 E. Innes St, Salisbury						1	1/week	\$147.22
Mid Carolina Airport 3670 Airport Loop Rd, Salisbury						3	2/mo	\$220.83
Sloan Park 550 Sloan Rd, Mt. Ulla						2	2/mo	\$147.22
Ellis Park 3541 Old Mocksville Rd, Salisbury						1	2/mo	\$73.61
Rowan Co. Offices 402 N. Main St, Salisbury						1	2/week	\$294.44
Dept. of Social Services 1813 E. Innes St, Salisbury						1	1/week	\$147.22
Detention Center 115 W. Liberty St, Salisbury						1	5/week	\$736.10
Sheriff's Office-Parking Lot 232 N. Main St, Salisbury						1	2/week	\$294.44
Detention Center Annex 400 Grace Church Rd, Salisbury						1	2/week	\$294.44
Facilities-Maintenance 425 Airport Road, Salisbury						1	1/month	\$36.81
Rowan Co. Crawford Bldg. 310 N. Main St, Salisbury						1	1/week	\$147.22
West End Plaza 1935 Lake Alexandar Blvd, Salisbury	40-yd rec box w/lease	As requested	Rent \$250.00 RO= \$175.00		2 comp w/lease	2	1@ 1/week 1@ 2/week	\$147.22 \$294.44
911 Call Center 1090 Corporate Ctr. Dr, Salisbury						1	1/mo	\$36.81
Animal Control 1465 Julian Rd, Salisbury						1	1/week	\$147.22
Recycling Processing Center 1102 N. Long St. Ext E, Spencer			1	As requested				\$175.00

## ATTACHMENT C

### Pickup and transport of roll-off solid waste containers from Drop off sites to landfill.

Locations	Cost per Pickup	Estimated # of Pickups to Landfill	Estimated Annual Cost
Rock Grove Church Road (205 Rock Grove Church Rd, Salisbury)	\$ 175.00	180	\$ 31,500.00
Dunn's Mountain Road (1735 Dunn's Mtn. Rd, Salisbury)	\$ 175.00	180	\$ 31,500.00
Providence Church Road (1985 Providence Church Rd, Salisbury)	\$ 175.00	35	\$ 6,125.00
Woodleaf (789 Campbell Rd, Woodleaf)	\$ 175.00	0	\$ 0.00
Goodnight Road (3282 Goodnight Rd, Salisbury)	\$ 175.00	160	\$ 28,000.00
Stokes Ferry (8835 Stokes Ferry Rd, Salisbury)	\$ 175.00	90	\$ 15,750.00

### Pickup and transport of roll-off solid waste containers from Drop off sites to Recycling Processing Center (RPC).

Convenience Sites	Cost per Pickup	Estimated # of Pickups to RPC	Estimated Annual Cost
Rock Grove Church Road (205 Rock Grove Church Rd, Salisbury)	\$ 175.00	120	\$ 21,000.00
Dunn's Mountain Road (1735 Dunn's Mtn. Rd, Salisbury)	\$ 175.00	120	\$ 21,000.00
Providence Church Road (1985 Providence Church Rd, Salisbury)	\$ 175.00	45	\$ 7,875.00
Woodleaf (789 Campbell Rd, Woodleaf)	\$ 175.00	84	\$ 14,700.00
Goodnight Road (3282 Goodnight Rd, Salisbury)	\$ 175.00	84	\$ 14,700.00
Stokes Ferry (8835 Stokes Ferry Rd, Salisbury)	\$ 175.00	70	\$ 12,250.00

Exceptions/ Considerations:

Annual CPI:

Republic Services respectfully requests an annual CPI increase based on the Water/ Sewer/ Trash March index to be effective July 1<sup>st</sup> annually for the duration of contract.

Fuel Surcharge:

Republic Services respectfully requests to be entitled to an increase in the Compensation to offset any rise in fuel costs. The fee for transportation is based on fuel prices within a range of \$3.75 to \$4.00 per gallon as follows. For every \$0.08 above \$4.00 in fuel prices, a fuel surcharge shall apply to increase the Compensation hereunder by 1.0%. The above fuel surcharge shall be determined quarterly.



**BID BOND**

KNOW ALL BY THESE PRESENTS, That we, Republic Services of North Carolina, LLC

131 Industrial Blvd., Mocksville, NC 27028

as Principal, hereinafter called the Principal,

and the Liberty Mutual Insurance Company

of 175 Berkeley Street, Boston, MA 02116, a corporation duly organized under

the laws of the State of MA, as Surety, hereinafter called the Surety, are held and firmly bound unto

Rowan County as Obligee, hereinafter called the Obligee,

in the sum of Ten Thousand Dollars and 00/100 Dollars

(\$ \$10,000.00 ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solid Waste Collection System #2022-027

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of March 2022

Republic Services of North Carolina, LLC (Seal)

{ By: Jamie Armfield Principal  
Jamie Armfield Title

Liberty Mutual Insurance Company

{ By: Debbie Lindstrom  
Debbie Lindstrom Attorney-in-Fact





### POWER OF ATTORNEY

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST, acting through and by any one of Debbie Lindstrom, Kathleen M. Mitchell, Scott C. Alderman, Peggy A. Firth, Amber Engel, Jamie Armfield, Holly E. Ulfers, or Roxana Palacios, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.


REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 8<sup>th</sup> day of November, 2021 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Eileen B. Schuler.



Matthew Nordquist  
Notary Public  
Maricopa County, Arizona  
My Comm. Expires 05-31-23  
Commission No. 563802

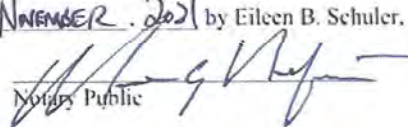
REPUBLIC SERVICES, INC.,  
a Delaware corporation

  
Eileen B. Schuler

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 8<sup>th</sup> day of November, 2021 by Eileen B. Schuler, Assistant Secretary.

  
Notary Public

### CERTIFICATE

I, the undersigned, Eileen B. Schuler, Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this 8th day of March, 2022 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Eileen B. Schuler.

  
Eileen B. Schuler



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Debbie Lindstrom of the city of Seattle, state of WA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Republic Services of North Carolina, LLC

Obligee Name: Rowan County

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

SS

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts** - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8<sup>th</sup> day of March, 2022



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



USI Insurance Services  
601 Union Street  
Suite 1000  
Seattle, WA 98101  
www.usi.com  
Tel: 206.441.6300

March 8, 2022

**LETTER OF INTENT**

Rowan County  
131 West Innes St  
Salisbury, NC 28144

RE: Republic Services of North Carolina, LLC  
Solid Waste Collection System #2022-027

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To Whom it May Concern:

We are writing to you at the request of Republic Services of North Carolina, LLC.  
This principal has or is about to submit a Bid proposal for Solid Waste Collection System  
#2022-027

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If a contract for this work is awarded to Republic Services of North Carolina, LLC,  
Liberty Mutual Insurance Company, a surety licensed to conduct business in the  
State of NC, has agreed to act as surety to issue the required Performance Bond which is a  
condition of awarding this contract.

Please let us know if you need anything further in this regard.

Sincerely,

Debbie Lindstrom  
Attorney in Fact  
Liberty Mutual Insurance Company





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Liberty  
Mutual.**

**SURETY**

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Debbie Lindstrom of the city of Seattle, state of WA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Republic Services of North Carolina, LLC

Obligee Name: Rowan County

Surety Bond Number: Letter of Intent

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

SS

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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8<sup>th</sup> day of March, 2022.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



USI Insurance Services  
601 Union Street  
Suite 1000  
Seattle, WA 98101  
www.usi.com  
Tel: 206.441.6300

February 22, 2022

FEDEX EXPRESS - Next Day

Dana Chapman  
Republic Services  
3186 Icard Rhodhiss Rd  
Connelly Springs, NC 28612  
336-817-8105

RE: Republic Services of North Carolina, LLC  
\$10,000.00 Bid Bond  
to Rowan County  
for Solid Waste Collection System #2022-027

Bid Date: March 8, 2022  
Liberty Mutual Insurance Company

Enclosed find your Bid Bond for the above captioned bid as requested. Please review for accuracy before forwarding the enclosed original Bid Bond to the Obligee along with the rest of your bid package.

**To avoid potential delays after award, always ensure that your Legal Entity/Bidder's name on your bid matches the Company/Principal name on the Bid Bond .**

Please note, that in the event Republic Services is the successful bidder, it is up to field to request a Performance bond if it is required per the terms of the contract, as one is not automatically issued.

Should you require further assistance or if you have any questions, please do not hesitate to contact me at 206-731-1200 or email us at RSNew@usi.com.

Good Luck!

Debbie Lindstrom  
Surety Department

SPECIAL INSTRUCTIONS FOR THIS BOND (if left blank, there are no special instruction for your bond):



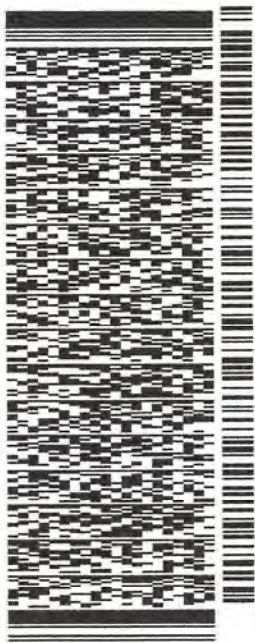
ORIGIN ID: BFA (360) 787-9840  
 JAMIE ARMFIELD  
 USI INSURANCE SERVICES  
 601 UNION ST. SUITE 1000  
 SEATTLE, WA 98101  
 UNITED STATES US

SHIP DATE: 22FEB22  
 ACTWGT: 0.50 LB  
 CAD: 1124472/INET14460  
 BILL SENDER

TO **DANA CHAPMAN**  
**REPUBLIC SERVICES**  
**3186 ICARD RHODISS RD**

CONNELLYS SPRINGS NC 28612  
 REF: (336) 817-8105  
 INV PO DEPT.

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# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
06/23/2021

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

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

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No.Ext):</b>	<b>FAX (A/C No.Ext):</b>
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<b>E-MAIL ADDRESS:</b> certificateteam@ccmsi.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> ACE American Insurance Co.	
	<b>INSURER B:</b> Indemnity Insurance Co of North America	
	<b>INSURER C:</b> ACE Fire Underwriters Insurance Co.	
	<b>INSURER D:</b> Illinois Union Insurance Company	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 1966819**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G72482074	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25549752	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C67824064 AOS WLR C67824027 CA/MA/OR SCF C67824106 - WI WCU C67824143 - OH XS TNS C68990592 - TX NSXS	06/30/2021 06/30/2021 06/30/2021	06/30/2022 06/30/2022 06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

**CERTIFICATE HOLDER**

EVIDENCE OF COVERAGE

United States

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**CERTIFICATE NUMBER: 1966819**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

EVIDENCE OF COVERAGE



**ATTACHEMENT B**  
**Fuel Surcharge/Discount Formula**

Fluctuations in fuel costs above or below \$4.00 per gallon of diesel fuel will be recovered by Republic through a Fuel Surcharge or Discount ("FSD") computed using the following formula ("Fuel Cost") determined based on the DOE PADD 1C: Lower Atlantic Region Index (the "Index")

**MPG Allowances:** Roll Off Trucks – 4.50 MPG

(Fuel Cost - \$4.00) / MPG Allowance = FSD per Mile

(FSD per Mile X 28 Round Trip Miles) = FSD per Load

The FSD will be computed on a cents-per-mile basis and translated to a per load basis for invoicing purposes. Fractions will be rounded to the nearest whole cent. No surcharge will begin to be calculated until the Index exceeds or drops below \$4.00 per gallon. Should the price of fuel decrease to below \$4.00 per gallon, Republic will issue a credit to Customer using the same FSD calculation.

Revisions to the FSD will occur on the first Monday of every Quarter using the average price of diesel fuel for the previous 12 weeks, regardless of the invoice date. When the first business day falls on a DOE observed holiday and no Index is posted, the revision will occur on the next day of DOE posting.

For Debit example, and for illustration purposes only, if the Index is reported as \$3.83 per gallon and the round-trip miles are 100, the FSD from the Origin Facility to the Destination Facility would be for that month:

(\$4.83 - \$4.00) / 4.50 MPG = \$0.1844 per Mile

\$0.1844 \* 28 Miles = \$5.16 Debit per Load

For Credit example, and for illustration purposes only, if the Index is reported as \$1.50 per gallon and the round-trip miles are 100, the FSD from the Origin Facility to the Destination Facility would be for that month:

(\$4.50 - \$4.00) / 4.50 MPG = (\$0.1111) per Mile

(\$0.1111) \* 28 Miles = (\$3.11) Credit per Load

Average Mileage based on hauls and round trip mileage per Attachments B and C of Bid Documents is 28 miles.

Mileage to be used per haul for FSC calculation is 28 miles.

**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:** 4/18/2022  
**SUBJECT:** 4H Presentation by Christian Stebe

---

Christian Stebe has been selected by NC 4-H to represent Rowan County at the Youth Voice Summit in conjunction with the NC Association of County Commissioners Annual Conference in August.

Mr. Stebe will provide a short 3-minute presentation about his 4-H experiences in order to be eligible to participate in this leadership opportunity for the Youth Voice Summit.

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Scott Shelton, Vice President, Rowan EDC  
**DATE:** May 24, 2022  
**SUBJECT:** Public Hearing for Request for Revised Incentive Terms for Red Rock Developments

---

Red Rock Developments (Red Rock) plans to construct up to six shell buildings totaling 2.6 million square feet on Long Ferry Road. The buildings will be sold or leased to companies seeking to locate or expand their businesses in Rowan County. The buildings will be done over three phases and the total capital investment for this project is estimated to be approximately \$198 million.

On April 4th, the Board of Commissioners approved an incentive request from Red Rock that the County reimburse the company up to \$4.2 million for water, sewer and road improvements to serve the new development. The incentive was approved with the stipulation that the reimbursement will be paid upon the lease or sale of substantially all the facilities and property in Phase I of the project to a third-party job creator.

Due to rising costs in construction materials, Red Rock has requested that the reimbursement terms of the incentive offer be amended. Red Rock now asks that reimbursement be paid upon issuance of a Certificate of Completion for the two speculative buildings contained in Phase I of the project. The company anticipates the buildings in Phase I will be completed in the second quarter of 2024.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo to Board	5/24/2022	Cover Memo
Executive Summary	5/25/2022	Cover Memo

*Be an original.*

Date: May 24, 2022  
To: Greg Edds, Chairman  
Cc: Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
From: Scott Shelton, Vice President  
Re: *Request for revised incentive terms for Red Rock Developments*

---

Dear Chairman Edds,

As you are aware, Red Rock Developments (Red Rock) plans to construct up to six shell buildings totaling 2.6 million square feet on Long Ferry Road. The buildings will be done over three phases and the total capital investment for this project is estimated to be approximately \$198 million.

Once completed these buildings will either be leased or sold to companies seeking to locate or expand their businesses in Rowan County. The number of new jobs created and amount of capital investment in personal property will be determined by the end users of these new buildings.

Infrastructure improvements will be necessary to serve the new buildings. These improvements include water and sewer main extensions, a new pump station, and significant improvements to Long Ferry Road. On April 4th, the Board of Commissioners approved an incentive request from Red Rock that the County reimburse the company up to \$4.2 million for these infrastructure improvements,

The incentive was approved with the stipulation that the reimbursement will be paid upon the lease or sale of substantially all the facilities and property in Phase I of the project to a third-party job creator that qualifies for Economic Development Grants under North Carolina General Statute 158-7.1. Phase I is comprised of two buildings. One will be 1.08 million square feet and the second will be 572,000 square feet.

Due to rising costs in construction materials, Red Rock has requested that the reimbursement terms of the incentive offer originally approved by the Board be amended. Red Rock now asks that reimbursement be paid upon issuance of a Certificate of Completion for the two speculative buildings contained in Phase I of the project. The company anticipates the buildings in Phase I will be completed in the second quarter of 2024.

We respectfully ask that the Board of Commissioners consider approving this request. Attached for your reference is the executive summary for the project previously submitted to the Board. Please feel free to contact me if you have any questions and thank you for considering this matter.

Yours truly,

*Scott Shelton*

Scott Shelton  
Vice President

March 25, 2022



PARTNERSHIP for ECONOMIC DEVELOPMENT  
SALISBURY, NC

*Be an original.*

ECONOMIC  
IMPACT  
SUMMARY

SUMMARY OF PROPOSED INDUSTRIAL PARK  
BY RED ROCK DEVELOPMENTS





March 25, 2022

The Honorable Gregory C. Edds  
Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144

*Re: Summary of Proposed Industrial Park by Red Rock Developments*

Dear Chairman Edds and County Commissioners:

On behalf of your Economic Development Council, please allow me to present to you this summary of the proposed industrial park by Red Rock Developments in Rowan County.

We are optimistic that, with your support, this project will reach a successful conclusion, creating new employment and expanding the nonresidential tax base in Rowan County. This document addresses the primary drivers and impacts of the project and is designed to provide you the information necessary to consider their request for assistance.

We sincerely hope that you find this document a useful resource as you consider this matter. We have expended substantial efforts to gather the most relevant information possible regarding the potential impacts this project could have on our County and its citizens.

In the preparation of this document, we have strived to utilize factual data and realistic projections. It is our intent that this document serves as a resource as you deliberate potential actions.

Please do not hesitate to contact our office with any questions you may have regarding this matter. We look forward to your feedback.

Sincerely,



Scott Shelton  
Vice President

## **Contents**

- 1. Project Description**
- 2. Regulatory Approval Process**
- 3. Requested Assistance**
- 4. County Revenue Projections**
- 5. Closing**
- 6. Attachments**

## **1. Project Description**

### **About The Company**

Founded in 2007, Red Rock Developments (Red Rock) is a privately-held real estate and investment company based in Columbia, South Carolina. Red Rock's primary focus is in the speculative development of warehouse/distribution facilities located in major U.S. markets. According to the company's website ([www.redrockdevelopments.com](http://www.redrockdevelopments.com)), the company has developed over 25 million square feet of Class A industrial product valued at over \$2.7 billion.



### **The Proposed Project**

Red Rock is seeking a site in the Charlotte region along the I-85 corridor for a new industrial park. The company has identified property on Long Ferry Road as a potential location.

The potential location is approximately 380 acres and is comprised of six parcels (Parcels 603-045, 603-112, 603-113, 603-114, 603-116 & 603 118). The parcels are located approximately a half mile from the Chewy facility and near Dukeville Road.

If acquired, Red Rock plans to construct up to six buildings totaling 2.6 million square feet at this location. One of these buildings would be located on the northern side of Long Ferry Road while the remaining five would be located on the southern side. The total capital investment for this project is estimated to be approximately \$198 million. Once completed these buildings would either be leased or sold to companies seeking to locate or expand their businesses in Rowan County. The number of new jobs created and amount of capital investment in personal property will be determined by the end users of these new buildings.

Red Rock plans to develop the park over multiple phases. Below is a brief summary of the scope and timing for each phase:



- **Phase I** - Construction of Buildings A and D. The total combined square footage of these two buildings would be approximately 1.65 million square feet. Estimated completion by the fourth quarter of 2022. Estimated capital investment - \$117 million



- **Phase II** – Construction of Buildings B and C. The total combined square footage of these two buildings would be approximately 660,000 square feet. Estimated completion by the fourth quarter of 2024. Estimated capital investment - \$55 million
- **Phase III** – Construction of Buildings E and F. The total combined square footage of these two buildings would be approximately 330,000 square feet. Estimated completion by the fourth quarter of 2025. Estimated capital investment - \$26 million

A larger site plan of the proposed development is included at the end of this document.

### Infrastructure Improvements

Providing utilities to the site will require the extension of an approximately 4,000 linear foot water main (16-inch), as well as approximately 4,000 linear feet of force main sewer (4-inch). A pump station will also need to be installed in the southern portion of the new development.

Due to the increased traffic that will be generated by companies locating in these new buildings, improvements to Long Ferry Road will be necessary. A Traffic Impact Analysis (TIA) was completed on the project in February. Based on this TIA, the NC Department of Transportation will require numerous improvements to Long Ferry Road as a condition of their approval of the project. These improvements include, among others:

- Installation of a traffic signal at Long Ferry Road and Front Creek Road
- Installation of a traffic signal at Long Ferry Road and the I-85 northbound ramp
- Installation of a traffic signal at Long Ferry Road and the I-85 southbound ramp
- Addition of numerous turn lanes and the extension of existing ones

Red Rock is responsible for the cost of these infrastructure improvements, which the company estimates to be \$4.2 million.

## **2. Regulatory Approval Process**

The property is currently zoned for residential and agricultural purposes. Red Rock or the current property owners will need to apply for a conditional district rezoning. The company will work with Rowan County staff to navigate the appropriate review and permitting process.

## **3. Requested Assistance**

### **Existing Investment Grant Program**

Rowan County's adopted Investment Grant Program provides a five-year grant to companies investing in our community. The grant is established by a contract between the company and Rowan County. The company must pay their taxes in full each year based on the actual tax value of the property or investment to be eligible to receive the grant. If the company meets all the criteria in the contract, a grant is then paid to the company. The amount of the grant is based on a designated percentage level for five consecutive years. Below is a chart that summarizes the categories of grants, including the minimum investment required and the percentage of new taxes paid that would be used to calculate the grant:

<i><b>Grant Category</b></i>	<i><b>Minimum Taxable Investment Required</b></i>	<i><b>Percentage of Paid Taxes Returned as a Grant</b></i>
Level 1 Grant	\$5 million	75%
Level 2 Grant	\$50 million	80%
Level 3 Grant	\$100 million	85%

### **Requested Assistance – Phase I**

Based on Red Rock's potential investment of \$117 million for Phase I of this project, the company would typically qualify for a Level 3 Grant under this program, which would provide them a five-year grant equal to 85% of new taxes paid.

If Red Rock were to receive a Level 3 Grant, it would have an estimated value of \$3,269,419.

As mentioned in Section 1, Red Rock anticipates its cost for water, sewer, and road improvements to be \$4.2 million. In lieu of a traditional Level 3 grant, Red Rock is requesting that Rowan County reimburse the company \$4.2 million for these infrastructure improvements.

The reimbursement will be paid upon the lease of substantially all of the facilities or sale of the facilities and property to a third-party job creator that qualifies for Economic Development Grants under North Carolina General Statute 158-7.1.

Based on the County's current tax rate of .6575, the completed project should generate approximately \$769,275 per year of real property tax revenue and \$7,692,750 over a ten-year

period. Utilizing these projections, the County should recoup the \$4.2 million expenditure within five years and finish with \$3,492,750 in net revenue over a ten-year period.

#### Requested Assistance – Future Phases of the Project

**Phase II** - Red Rock plans to invest \$55 million in the construction of two speculative buildings for Phase II of this project. It is requested that incentives be offered as stated in the County's adopted incentive policy for this phase. Based on a \$55 million investment the policy, under its current terms, provides for a grant equal to 80% of new taxes paid for five years. This would result in the County collecting an estimated \$3,616,250 of revenue while disbursing an incentive grant of \$1,446,500. The County would retain \$2,169,750 in net tax revenue over a ten-year period from Phase II of the project.

**Phase III** - Red Rock plans to invest \$26 million in the construction of two speculative buildings for Phase III of this project. It is requested that incentives be offered as stated in the County's adopted incentive policy for this phase. Based on a \$26 million investment the policy, under its current terms, provides for a grant equal to 75% of new taxes paid for five years. This would result in the County collecting an estimated \$1,709,500 of revenue while disbursing an incentive grant of \$641,063. The County would retain \$1,068,438 in net tax revenue over a ten-year period from Phase III of the project.

Like the reimbursement request for Phase I's infrastructure expenditures, the future incentive grants for Phases II and III would only be payable upon the lease of substantially all of the facilities or sale of the facilities and property to a third-party job creator that qualifies for Economic Development Grants under North Carolina General Statute 158-7.1.

## **4. County Revenue Projections**

### Phase I

Representatives from Red Rock have stated that, once the property is acquired, Phase I should be completed in the fourth quarter of 2022.

The evolving nature of County tax rates, assessed value of the installed equipment, and construction timelines require certain assumptions in order to develop a functioning model. To establish a baseline, the following constants were applied:

- The County tax rate is fixed at the current rate of .6575
- Total taxable investment for Phase I is \$117 million
- Total reimbursement to Red Rock for utility infrastructure improvements is \$4.2 million
- Total taxable investment for Phase II is \$55 million
- Total taxable investment for Phase III is \$26 million



In application, it is unlikely that all assumptions will hold constant. The model provides general trends of expected revenues and expenditures. Based on these assumptions, we estimate the following outcomes:

**Phase I**

- Total Real Property Tax Revenue Collected Per Year - \$769,275
- Total Real Property Tax Revenue Collected Over Ten Years - \$7,692,750
- Total Reimbursement to Red Rock - \$4,200,000
- Total Net Real Property Tax Revenue to Rowan County - \$3,492,750

**Phase II**

- Total Real Property Tax Revenue Collected Per Year - \$361,625
- Total Real Property Tax Revenue Collected Over Ten Years - \$3,616,250
- Total Incentive Grant - \$1,446,500
- Total Net Real Property Tax Revenue to Rowan County - \$2,169,750

**Phase III**

- Total Real Property Tax Revenue Collected Per Year - \$170,950
- Total Real Property Tax Revenue Collected Over Ten Years - \$1,709,500
- Total Incentive Grant - \$641,063
- Total Net Real Property Tax Revenue to Rowan County - \$1,068,438

## Phase I - 10-yr property tax revenue projection with Infrastructure Reimbursement Request

		Year 1	Year 2	Year 3	Year 4	Year 5
<b>Total Capital Investment</b>	Total planned amount of Expansion project	\$117,000,000	\$117,000,000	\$117,000,000	\$117,000,000	\$117,000,000
<b>County Tax Rate</b>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
<b>County Tax Revenue</b>	Local Taxable Capital Investment times County Tax Rate	\$769,275	\$769,275	\$769,275	\$769,275	\$769,275
<b>Infrastructure Cost</b>	One-time cost	\$4,200,000	\$0	\$0	\$0	\$0
<b>County Net Revenue</b>	Total County Tax Revenue minus Infrastructure Cost	(\$3,430,725)	(\$2,661,450)	(\$1,892,175)	(\$1,122,900)	(\$353,625)

		Year 6	Year 7	Year 8	Year 9	Year 10	
<b>Total Capital Investment</b>	Total planned amount of Expansion project	\$117,000,000	\$117,000,000	\$117,000,000	\$117,000,000	\$117,000,000	\$117,000,000
<b>County Tax Rate</b>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
<b>County Tax Revenue</b>	Local Taxable Capital Investment times County Tax Rate	\$769,275	\$769,275	\$769,275	\$769,275	\$769,275	\$7,692,750
<b>Infrastructure Cost</b>	One-time cost	\$0	\$0	\$0	\$0	\$0	\$4,200,000
<b>County Net Revenue</b>	Total County Tax Revenue minus Infrastructure Cost	\$415,650	\$1,184,925	\$1,954,200	\$2,723,475	\$3,492,750	\$3,492,750

### Phase I- 10-yr property tax revenue projection with standard Level 3 Grant

		Year 1	Year 2	Year 3	Year 4	Year 5
<b>Total Capital Investment</b>	Total planned amount of Expansion project	\$117,000,000	\$117,000,000	\$117,000,000	\$117,000,000	\$117,000,000
<b>County Tax Rate</b>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
<b>County Tax Revenue</b>	Local Taxable Capital Investment times County Tax Rate	\$769,275	\$769,275	\$769,275	\$769,275	\$769,275
<b>Expansion Grant %</b>	85% for 5 years.	85%	85%	85%	85%	85%
<b>Expansion Grant %</b>	County Tax Revenue times Expansion Grant	\$653,884	\$653,884	\$653,884	\$653,884	\$653,884
<b>County Net Revenue</b>	County Tax Revenue minus Expansion Grant	\$115,391	\$115,391	\$115,391	\$115,391	\$115,391

		Year 6	Year 7	Year 8	Year 9	Year 10	
<b>Total Capital Investment</b>	Total planned amount of Expansion project	\$117,000,000	\$117,000,000	\$117,000,000	\$117,000,000	\$117,000,000	\$117,000,000
<b>County Tax Rate</b>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
<b>County Tax Revenue</b>	Local Taxable Capital Investment times County Tax Rate	\$769,275	\$769,275	\$769,275	\$769,275	\$769,275	\$7,692,750
<b>Expansion Grant %</b>	85% for 5 years.						
<b>Expansion Grant %</b>	County Tax Revenue times Expansion Grant	\$0	\$0	\$0	\$0	\$0	\$3,269,419
<b>County Net Revenue</b>	County Tax Revenue minus Expansion Grant	\$769,275	\$769,275	\$769,275	\$769,275	\$769,275	\$4,423,331

## Phase II- 10-yr property tax revenue projection with standard Level 2 Grant

		Year 1	Year 2	Year 3	Year 4	Year 5
<b>Total Capital Investment</b>	Total planned amount of Expansion project	\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000
<b>County Tax Rate</b>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
<b>County Tax Revenue</b>	Local Taxable Capital Investment times County Tax Rate	\$361,625	\$361,625	\$361,625	\$361,625	\$361,625
<b>Expansion Grant %</b>	80% for 5 years.	80%	80%	80%	80%	80%
<b>Expansion Grant %</b>	County Tax Revenue times Expansion Grant	\$289,300	\$289,300	\$289,300	\$289,300	\$289,300
<b>County Net Revenue</b>	County Tax Revenue minus Expansion Grant	\$72,325	\$72,325	\$72,325	\$72,325	\$72,325

		Year 6	Year 7	Year 8	Year 9	Year 10	
<b>Total Capital Investment</b>	Total planned amount of Expansion project	\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000
<b>County Tax Rate</b>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
<b>County Tax Revenue</b>	Local Taxable Capital Investment times County Tax Rate	\$361,625	\$361,625	\$361,625	\$361,625	\$361,625	\$3,616,250
<b>Expansion Grant %</b>	80% for 5 years.						
<b>Expansion Grant %</b>	County Tax Revenue times Expansion Grant	\$0	\$0	\$0	\$0	\$0	\$1,446,500
<b>County Net Revenue</b>	County Tax Revenue minus Expansion Grant	\$361,625	\$361,625	\$361,625	\$361,625	\$361,625	\$2,169,750

### Phase III- 10-yr property tax revenue projection with standard Level 1 Grant

		Year 1	Year 2	Year 3	Year 4	Year 5
<b>Total Capital Investment</b>	Total planned amount of Expansion project	\$26,000,000	\$26,000,000	\$26,000,000	\$26,000,000	\$26,000,000
<b>County Tax Rate</b>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
<b>County Tax Revenue</b>	Local Taxable Capital Investment times County Tax Rate	\$170,950	\$170,950	\$170,950	\$170,950	\$170,950
<b>Expansion Grant %</b>	75% for 5 years.	75%	75%	75%	75%	75%
<b>Expansion Grant %</b>	County Tax Revenue times Expansion Grant	\$128,213	\$128,213	\$128,213	\$128,213	\$128,213
<b>County Net Revenue</b>	County Tax Revenue minus Expansion Grant	\$42,738	\$42,738	\$42,738	\$42,738	\$42,738

		Year 6	Year 7	Year 8	Year 9	Year 10	
<b>Total Capital Investment</b>	Total planned amount of Expansion project	\$26,000,000	\$26,000,000	\$26,000,000	\$26,000,000	\$26,000,000	\$26,000,000
<b>County Tax Rate</b>	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%	0.6575%
<b>County Tax Revenue</b>	Local Taxable Capital Investment times County Tax Rate	\$170,950	\$170,950	\$170,950	\$170,950	\$170,950	\$1,709,500
<b>Expansion Grant %</b>	75% for 5 years.						
<b>Expansion Grant %</b>	County Tax Revenue times Expansion Grant	\$0	\$0	\$0	\$0	\$0	\$641,063
<b>County Net Revenue</b>	County Tax Revenue minus Expansion Grant	\$170,950	\$170,950	\$170,950	\$170,950	\$170,950	\$1,068,438

## **5. Closing**

Rowan County is in need of new industrial buildings to enable our community to remain competitive in attracting new company locations and existing company expansions. Red Rock's proposed project will add multiple Class A buildings to our inventory as well as increase the County's tax base.

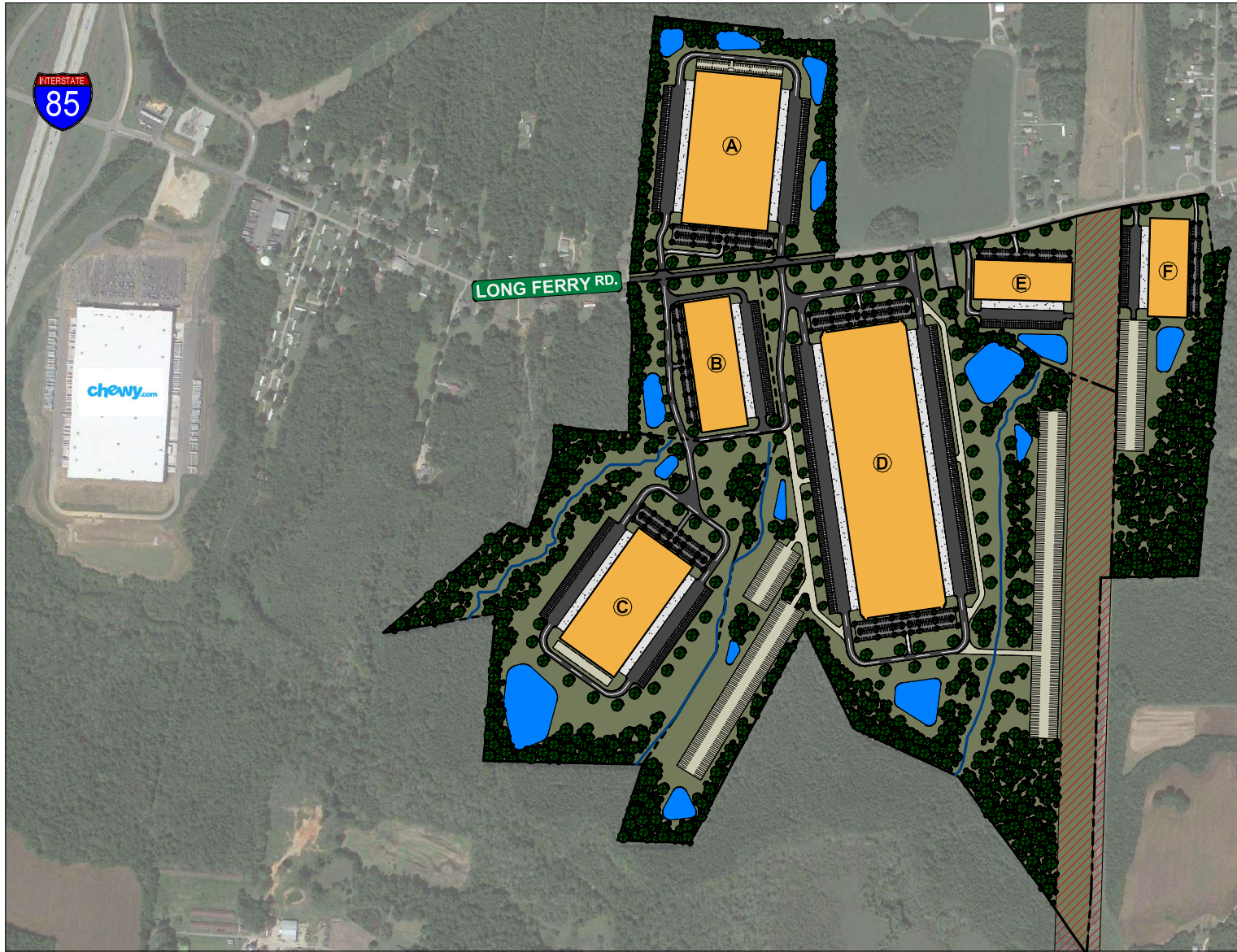
Once these buildings are occupied, the community will benefit from new job creation and additional increases to the County's tax base through business personal property investments.

On behalf of your Economic Development Council, we look forward to providing you any additional information requested, or meeting with you personally to discuss these findings in detail. We hope that you have found this information useful as you consider this matter.



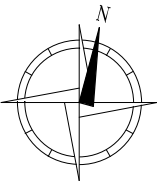
**6. Attachments**

NOTES: THIS DRAWING IS THE PROPERTY OF MCA ARCHITECTURE, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF MCA ARCHITECTURE, INC. IS PROHIBITED. THE DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN PERMISSION OF MCA ARCHITECTURE, INC.



LOT	ACRES	BUILDING SF	AUTOS	TRAILERS
A	+/- 44.7	572,113 SF	214	140
B	+/- 22.4	267,840 SF	128	63
C	+/- 74.9	396,032 SF	174	132
D	+/- 179.4	1,081,534 SF	425	298
E	+/- 21.9	168,480 SF	104	45
F	+/- 35.9	168,480 SF	104	45
TOTAL	+/- 379	2,654,479 SF	1,149	723

LEGEND	
	BUILDING FOOTPRINT
	DETENTION POND
	FUTURE
	POWER ROW
	CREEK



MCA

ARCHITECTURE

RED ROCK

DEVELOPMENTS

CHARLOTTE INDUSTRIAL PARK

No.	Description	Date
A	ISSUED FOR REVIEW	13 OCT 21
B	ISSUED FOR REVIEW	25 OCT 21

OVERALL SITE PLAN

Project number: A21025.0

AS-101

Drawn by: TJW

Checked by: KMC

Scale: As indicated

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Ed Muire, Planning Director  
**DATE:** May 20, 2022  
**SUBJECT:** Public Hearing: ZTA 01-22

---

**REQUEST**

ZTA 01-22 is a text amendment application (attached) submitted by Attorney Toby R. Coleman on behalf of Duke Energy Carolinas, LLC. The proposed amendment would establish use of a “utility wireless support structure” for sole use by an electric utility on utility owned land for purposes of monitoring their site (i.e. substation) and communicating with other similar sites and facilities.

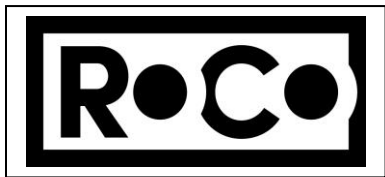
The Planning Board unanimously recommended approval of the ZTA 01-22 text with a modification to allow height extensions beyond the 150' limit be considered subject to the special use permit process.

**RECOMMENDATION**

1. Receive Staff Presentation
2. Allow for Petitioner / Applicant Comments
3. Conduct Public Hearing
4. Render Decision on ZTA 01-22
5. Adopt Statement of Consistency

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Memo	5/20/2022	Cover Memo
ZTA 01-22 Application	5/20/2022	Backup Material



## Rowan County Planning and Development Department

402 North Main Street ■ Room 204 ■ Salisbury, N.C. 28144-4341

Phone: 704-216-8588 ■ Fax: 704-216-7986

### MEMORANDUM

To: Chairman Edds and Board of Commissioners  
From: Ed Muire, Rowan County Planning Director  
RE: **ZTA 01-22 Proposed Text Amendment**  
Date: April 28, 2022

#### REQUEST

**ZTA 01-22** is a text amendment application (attached) submitted by Attorney Toby R. Coleman on behalf of Duke Energy Carolinas, LLC. The proposed amendment would establish use of a “utility wireless support structure” for sole use by an electric utility on utility owned land for purposes of monitoring their site (i.e. substation) and communicating with other similar sites and facilities.

#### BACKGROUND

Section 21-277 of the County’s Zoning Ordinance contains exceptions to standards and requirements for minor structures (mailboxes, sing sets, wells, etc.) and utility structures (transformers, pump stations, water towers, etc.). Although utility structures and facilities tend to be exempt from most zoning requirements, this particular use is similar in appearance and function to a cell tower aka *wireless support structure* (term as per statutory and ordinance nomenclature).

In a “one-off” application Staff may be inclined to interpret an unidentified use as subject to the standards of a similar use or category, but when it is likely additional requests for the same will be made, the ordinance should be amended to eliminate ambiguity.

In this case, Duke Energy has proposed to site a one hundred twenty-foot (120’) monopole tower at a power substation location in Rowan County. Although located within the facility compound, all outward appearances will be that of a cell tower, absent the special use permit process. Staff concern is that future towers of this type may not be within the confines of a substation and want or need to be “stand-alones”, which would otherwise be subject to the special use permitting process (as cell towers) without ordinance amendment.

The applicant has consulted Staff and incorporated our suggestions into the proposed **ZTA 01-22** text.

## CONTENT

As this proposed amendment focuses on use of a tower structure by Duke Energy, it is likely similar monitoring may be needed by Plantation or Colonial Pipeline in the future. The bold italicized text inserted within **ZTA 01-22** has been suggested by Staff in anticipation of similar utility requests.

The requirements for a utility wireless support structure would be contained in Section 21-56 of the Zoning Ordinance as a Special Requirement (SR). Uses in this section may be approved administratively provided the SR items are satisfied.

A new subsection (g) is proposed to address these uses and is outlined below:

g. Utility Wireless Support Structure. In order to maintain the operation of the electric power grid and *utility pipelines* for the welfare and safety of the public, electric *and public service* utility providers must be able to remotely monitor their key facilities, including electrical substations, *pipelines, etc.* *New* utility wireless support structures may be evaluated in all zoning districts and approved administratively, provided the following SR are met:

1. The utility wireless support structure may only be for use by the electric *or public service* utility provider.
2. Two (2) copies of a site plan prepared by a registered professional engineer or a professional land surveyor as provided in section 21-52 including information in 21-60(4)a.1.i.
3. Documentation substantiating the owner and applicant for the utility wireless support structure is an electric *or public service* utility provider.
4. Fall zone certification from an NC Registered Professional Engineer in compliance with Section 21-60(4) (c).
5. No Hazard to Air Navigation determination from the Federal Aviation Administration (FAA) and No Adverse Effect determination from the NC State Historic Preservation Office (NCSHPO). Both determinations must be dated within twelve (12) months of the utility tower application submittal.
6. The utility wireless support structure *shall* be a monopole not to exceed one hundred fifty (150) feet. *Height extensions up to one hundred ninety-nine (199) feet in the Rural Agricultural (RA), Rural Residential (RR) and Neighborhood Business (NB); and two hundred fifty (250) feet in the Commercial, Business, Industrial (CBI), Industrial (IND) and the 85-ED districts may be considered as a special use subject to the process outlined in Section 21-57 through 21-59 if all other standards in this subsection are met.*
7. *An existing wireless support structure may be used to accommodate the related wireless facilities associated with the electric or public service utility as provided in Section 21-56(6)d. However, use of a utility wireless support structure to accommodate wireless facilities shall be subject to the requirements of Section 21-60(4).*

Changes to Section 21-113 Table of Uses would reflect the SR allowance of these structures in all zoning districts.

<b>P- Permitted by Right</b> <b>P(A) - Permitted as Accessory Use</b> <b>SR - Permitted with Special Requirements</b> <b>S - Special Use</b> <b>CD – Conditional District</b>		<b>Zoning Districts</b>								
		<b>Residential</b>					<b>Nonresidential</b>			
<b>Use</b>		<b>RA</b>	<b>RR</b>	<b>RS</b>	<b>MHP</b>	<b>MFR</b>	<b>CBI</b>	<b>NB</b>	<b>INST</b>	<b>IND</b>
<b><i>Transportation, communications, electric, gas and sanitary services</i></b>										
48	Communications, <i>all except</i>						P			P
	Transmission tower & Wireless support structures	S	S				S	S		S
	Co-location of wireless facilities	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Eligible facilities request	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Alternative tower structures	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Public safety tower	SR	SR	SR	SR	SR	SR	SR	SR	SR
	<b><i>Utility Wireless Support Structure</i></b>	<b><i>SR</i></b>	<b><i>SR</i></b>	<b><i>SR</i></b>	<b><i>SR</i></b>	<b><i>SR</i></b>	<b><i>SR</i></b>	<b><i>SR</i></b>	<b><i>SR</i></b>	<b><i>SR</i></b>
4832	Radio broadcast towers	S								
4833	Television broadcast towers	S								

Staff has proposed a definition for these structures to include in Section 21-4 Definitions.

***Utility wireless support structure means a new monopole tower that is designed to support or capable of supporting a proprietary wireless facility used solely by a public service utility.***

Establishing the use as an SR also made it subject to the locational standards in Section 21-53 and Staff has proposed to exempt them along with other similar uses via the bold italicized text below:

(2) *Specific criteria for uses listed as SR.* The SR standards required in Section 21-55 do not apply to uses in the residential group from 21-113; Common Sand Mining (SIC 1442); Dead storage of manufactured homes (SIC 42); Co-location of wireless facilities, eligible facilities requests, alternative tower structures, ~~and~~ public safety tower ***and utility wireless support structures*** (SIC 48 (pt)); and uses listed as SR in non-residential districts.

## PROCEDURAL REQUIREMENTS

As provided in Section 21-361(c) of the Zoning Ordinance, the Commission may accept the Planning Board's Statement of Consistency or create its own statement as to whether the proposed text amendment is consistent with any adopted plans, official policies or any other matters it deemed relevant in its consideration and developing or accepting a recommendation.

## PLANNING BOARD RECOMMENDATION from April 25, 2022 Meeting

*ZTA 01-22 is reasonable, appropriate and necessary to meet the needs of public service utilities for the installation of communication equipment to monitor their facilities. As these utility wireless support structures were not deemed an exception or modification provided in Section 21-277 of the Rowan County Zoning Ordinance, the proposed Special Requirements (SR) provide general standards to ensure the use is governed appropriately in all zoning districts.*



SMITH, ANDERSON, BLOUNT,  
DORSETT, MITCHELL & JERNIGAN, L.L.P.

LAWYERS

OFFICES  
Wells Fargo Capitol Center  
150 Fayetteville Street, Suite 2300  
Raleigh, North Carolina 27601

TOBY R. COLEMAN  
DIRECT DIAL: (919) 821-6778  
E-Mail: tcoleman@smithlaw.com

March 25, 2022

MAILING ADDRESS  
P.O. Box 2611  
Raleigh, North Carolina  
27602-2611

TELEPHONE: (919) 821-1220  
FACSIMILE: (919) 821-6800

**VIA FEDEX 704.216.8588**

Ed Muire  
Planning Director  
Rowan County Planning & Development  
402 N. Main Street  
Suite 204  
Salisbury, North Carolina 28144

Re: *Zoning Text Amendment Application—Utility Wireless Support Structures*

Dear Ed:

Enclosed please find Duke Energy Carolinas LLC's application for a Zoning Text Amendment to authorize utility wireless support structures for the sole use of utilities on utility owned-land. Also enclosed is the filing fee of \$300.

Please let me know if you need anything further to initiate the text amendment process.

Sincerely,



Toby R. Coleman

TRC:jr2  
Enclosure



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

Case # ZTA  
Date Filed 3.28.22  
Received By MEM  
Amount Paid \$300 CK # 62513  
Office Use Only

## ZONING TEXT AMENDMENT APPLICATION

### APPLICANT INFORMATION

Name: Duke Energy Carolinas LLC

Signature: [Signature] - Ranny Howell

Phone: 704-731-4194 Email: Ronald.howell@duke-energy.com

Address: 4720 Piedmont Row Drive  
Charlotte, NC 28210

### AGENT INFORMATION:

Name: Tobias Coleman

Signature: \_\_\_\_\_

Phone: 919-821-6778 Email: tcoleman@smithlaw.com

Address: Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, LLP  
150 Fayetteville St., Ste. 2300, Raleigh, NC 27601

SECTION(S) 21-56 and 21-113

### DESCRIPTION OF REQUESTED CHANGE:

See attached, which will allow electric utility providers to install wireless support structures to remotely monitor their key facilities.

### OFFICIAL USE ONLY

1. Signature of Coordinator: [Signature] 2. Planning Board Courtesy  
Hearing: 4 / 25 / 22 3. Planning Board Action: Approved ☒ Denied ☐ 4. Board of  
Commissioners Public Hearing: 6 / 6 / 22 5. Dates Advertised: 1<sup>st</sup> 5 / 26 / 22 2<sup>nd</sup> 6 / 2 / 22  
6. BOC Action: Approved ☐ Denied ☐ 7. Date Applicant Notified:  / /

### Amendments to § 21-56 and § 21-113

**Amend Section 21-56** to add new Section 21-56(6)(g)

**g. Utility Wireless Support Structure.** In order to maintain the operation of the electric power grid for the welfare and safety of the public, electric utility providers must be able to remotely monitor their key facilities, including electrical substations. Utility wireless support structures may be evaluated in all zoning districts and approved administratively, provided the following SR are met:

1. The utility wireless support structure may only be for use by the electric utility provider.
2. Two (2) copies of a site plan prepared by a registered professional engineer or a professional land surveyor as provided in Section 21-52, including information in Section 21-60(4)a.1.i.
3. Documentation substantiating the owner and applicant for the Utility Wireless Support Structure is an electric utility provider.
4. Fall zone certification from an NC Registered Professional Engineer in compliance with Section 21-60(4)(c).
5. No Hazard to Air Navigation determination from the Federal Aviation Administration (FAA) and No Adverse Effect determination from the NC State Historic Preservation Office (NCSHPO). Both determinations must be dated within twelve (12) months of the utility tower application submittal.
6. The utility wireless support structure will be a monopole not to exceed one hundred ninety-nine (199) feet.

**Amend Section 21-113** to add “Utility Wireless Support Structure” to the Table of Use contained in Section 21-113 and provide that the “Utility Wireless Support Structure” use is Permitted with Special Requirements (“SR”) in all zoning districts, as shown below:

<b>Use</b>	<b>R</b>	<b>A</b>	<b>R</b>	<b>R</b>	<b>S</b>	<b>MHP</b>	<b>MFR</b>	<b>CBI</b>	<b>NB</b>	<b>INST.</b>	<b>IND.</b>
<b>48 Communications, all except</b>								P			P
Transmission tower and wireless support structures	S		S					S	S		S
Co-location of wireless facilities	SR	SR	SR	SR		SR		SR	SR	SR	SR
Eligible facilities request	SR	SR	SR	SR		SR		SR	SR	SR	SR
Alternative tower	SR	SR	SR	SR		SR		SR	SR	SR	SR

structures

Public safety tower SR SR SR SR SR SR SR SR SR

Utility wireless SR SR SR SR SR SR SR SR

support structure

**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:** Pamela Ealey, Planning Technician  
**DATE:** 5/18/22  
**SUBJECT:** Road Name Change-Public Hearing

---

Public hearing for the following road name requests:

1. **Organ Church Rd-change to Polka Dot Lane** because the small section left at Old Beatty Ford Road intersection after the realignment still uses the Organ Church Rd name as well as the larger road that runs parallel to it.
2. **No name drive off Vanderbilt Av-change to Baby Bee Lane** because there are no available road numbers for this new residence and a handicapped person will reside there, the APA recommends naming this drive.
3. **No name drive off Jones Road-change to Sills Creek Trail** because more than 2 houses share this drive, petition was not submitted by any property owner, name chosen by APA.

Conduct public hearing and approve/deny road names.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Public Hearing Memo	5/18/2022	Cover Memo
GIS Maps	5/18/2022	Backup Material
Signed Petition-Vanderbilt	5/18/2022	Backup Material
Signed Petitions-Organ Church Rd	5/18/2022	Backup Material

**TO:** Chairman Edds and the Rowan County Board of Commissioners  
**FROM:** Pamela Ealey, Planning Technician  
**RE:** Road Names  
**DATE:** May 18, 2022

### **ROAD NAME CHANGE— A PUBLIC HEARING HAS BEEN SET**

The following road name change has been submitted to the Rowan County Planning Department and is presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held on June 6, 2022, to consider and receive comment for the following road name requests:

1. Currently Known As: **Organ Church Road** (SR2490)  
Proposed Name: ***Polka Dot Lane***  
Location: Near intersection of Organ Church Road and Old Beatty Ford Road  
Property Owners: Angela Knight, Otis Greene dba Greene's Mobile Home Land Sale, Donald Wilhelm  
Reason for Change: this segment of Organ Church Road remained after NC DOT project W-5146, the realignment of Old Beatty Ford Road and Organ Church Road intersection was completed. This creates 2 roads with the name Organ Church Road that run parallel to one another, causing difficulty with mail and emergency services.
2. Currently Known As: **No Name driveway**  
Proposed Name: ***Baby Bee Lane***  
Location: 200 block of Vanderbilt Avenue, parcel 244-255  
Property Owners: Richard and Kathy Major  
Reason for Change: property owners are constructing a residence for their handicapped grandson on this 8+ acre tract. Assigned an address of 208 Vanderbilt Avenue, it was then discovered that this address had already been assigned a couple of years ago. There are no address numbers available, therefore the APA recommends the naming of this drive. This will ensure that the resident will have quick access to emergency service.
3. Currently Known As: **No Name driveway**  
Proposed Name: ***Sills Creek Trail***  
Location: 700 block of Jones Road  
Property Owners: Brian Bradshaw, James and Heather Smith, Daryl Hartsell, Alan Lipscomb  
Reason for Change: there are more than 2 houses sharing a driveway, per ordinance this mandates the naming of the driveway.



#1

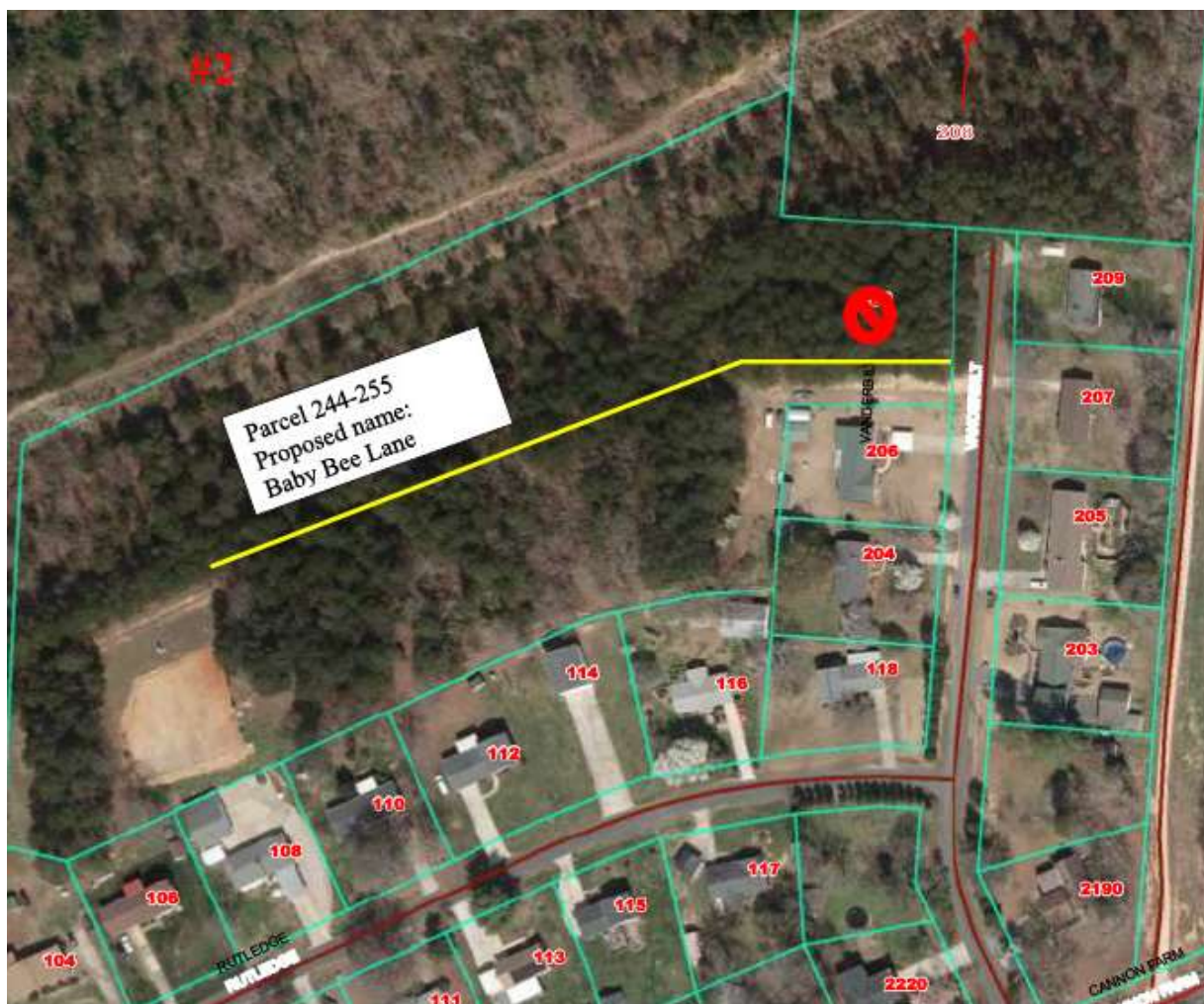
Greene's Mobile Home  
Land Sale (Otis Greene)  
1101 Michael Ave  
Concord, NC 28025

Angela Knight  
1780 Organ Church Rd  
Salisbury, NC 28146

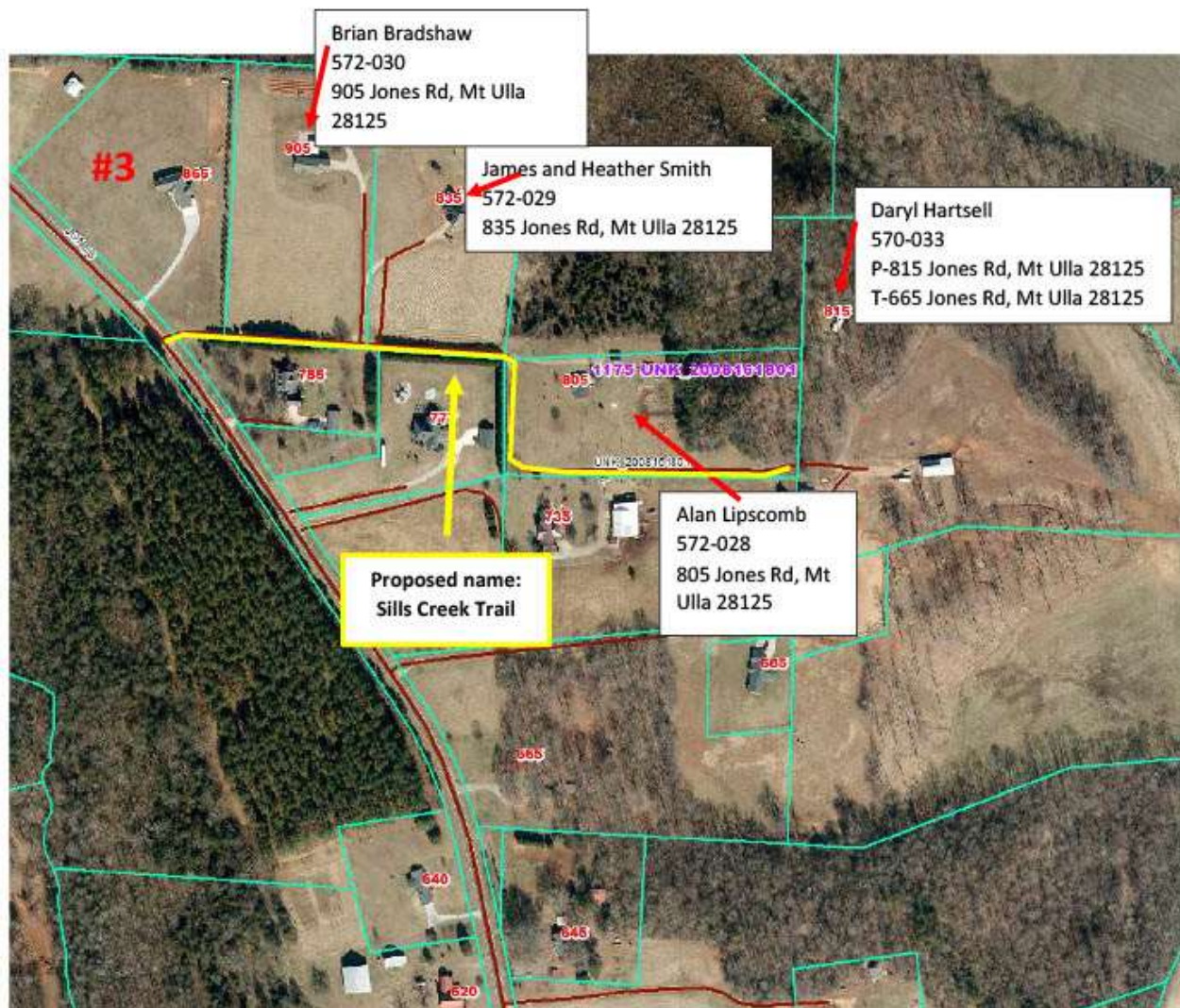
Donald Wilhelm & Wife  
9900 Old Beatty Ford Rd  
Rockwell, NC 28138

Proposed Polka Dot Lane











**ROWAN COUNTY**  
**Planning and Development**  
**Road Naming Petition**  
**911 Addressing**



Return this completed petition form to:  
Rowan County Planning and Development  
Pamela Ealey, Planning Technician  
402 N Main Street  
Salisbury, NC 28144  
Phone: 704 216-8603 Fax: 704 216-7986  
Email: [pamela.ealey@rowancountync.gov](mailto:pamela.ealey@rowancountync.gov)

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality. The address program administration (APA), which is comprised of staff from Rowan County's Information Technology Department's Geographic Information Systems (GIS) Division, Planning and Development Department and Emergency Services' Telecommunications Division, are assigned to administer this article.

This petition must be completed for all requests. If you are naming a private road, **please enclose a sketch of the road with all homes and resident's names and current addresses along the road.** It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram. FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.

**NEW NAME PROPOSED FOR THE ROAD:**

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The APA utilizes the National Emergency Number Association (NENA) United States Civic Location Data Exchange Format (CLDX) Standard as a guide for establishing or accepting road names. Based on NENA CLDX guidance and in its discretion as administrator of this ordinance, the APA may reject any proposed road name that:

1. Is duplicated elsewhere in the county (including a municipality) or sounds deceptively similar to an existing road name. This includes the use of homophones, e.g. bear and bare, pen and pin.
2. Is not easily enunciated or pronounced, especially in any emergency.
3. Intends to use specific names of individuals or property owners along the road.
4. Uses directional identifiers (N, S, E, W) and thoroughfare abbreviations (way, alley, etc.) in conjunction with an existing road name for consideration as a proposed road name.
5. Uses special characters, such as hyphens, apostrophes, periods or decimals in road name.

**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE  
PRIOR TO RETURNING PETITION.**

First Choice: Blue Bird Lane

Second Choice: Humming Bird

Third Choice: Monarch

} Lane, Road, Path, etc

"Private" - Road, Drive?

no  
all  
dupl.

*It is also important to remember that any or all addresses along the road  
may be changed during the naming process*

- ① Baby Bee Lane
- ② Queen Bee Lane
- ③ Honey Bee Way

## ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark (✓) and described below:

- ☒ Assignment of a name to an unnamed road.  
☐ Changing the name of road.

Describe the location of road in relation to a major highway or state road: Driveway off of Vanderbilt Avenue 200 block. Current name of the road, if it has no name, write "no name." NO NAME.

At no cost to the petitioners, Rowan County will erect a street sign after the road name has been approved by the process outlined below. However, if the petition seeks to change the name of an existing road a street sign fee of \$150 is required prior to the petition being processed.

### Petitioners:

Petitioners are property owners who own property along the road being named. Along with each signature include the mailing address, telephone number, tax map and parcel number. In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. Petitions having less than a majority may be returned to the petition leader for additional signatures or may be submitted for board of commissioner approval through the special consideration procedure. **UNANIMOUS** and **MAJORITY** petitions may be approved by the board of commissioners following a public hearing. **SPECIAL CONSIDERATION** petitions will be processed as follows:

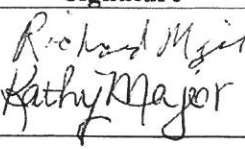
**Less than majority** – All property owners along the road to be named will be notified by the APA of the proposed road name choice and that no additional petitions will be accepted for consideration. Final action on the petition will be taken by the board of commissioners.

**Lack of submittal** – Failure to return a road naming petition within thirty (30) days to the APA shall indicate that property owners along the road are agreeing to use the name proposed by the APA. Final action will be taken by the board of commissioners.

*All property owners will receive notification from the APA of the new road name and potentially their new address number after the board of commissioners' decision.*

### Petition leader:

One of the property owners must be the petition leader, they will be the person the APA will communicate with should there be any questions or clarifications needed, *the petition leader should be the first signature below.* The petition leader must own property along the proposed road. The petition leader should coordinate all of the property owners signatures and submit the completed petition to the Rowan County Planning and Development office.

Signature	Printed Name	Mailing Address	Phone Number	Tax Map#-Parcel #
	Richard & Kathy Major	108 Rutledge St, China Grove, NC 28023	704-961-2969	244-255



**ROWAN COUNTY**  
**Planning and Development**  
**Road Naming Petition**  
**911 Addressing**



Return this completed petition form to:  
Rowan County Planning and Development  
Pamela Ealey, Planning Technician  
402 N Main Street  
Salisbury, NC 28144  
Phone: 704 216-8603 Fax: 704 216-7986  
Email: [pamela.ealey@rowancountync.gov](mailto:pamela.ealey@rowancountync.gov)

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality.

This petition must be complete for all requests. If you are naming a private road, **please enclose a sketch of the road with all homes and resident's names and current addresses along the road.** It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram.

**FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION  
IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.**

With the exception of roads in new subdivisions, for which is the cost of the sign is the responsibility of the developer, the county provides and maintains road signs.

**NEW NAME PROPOSED FOR THE ROAD:**

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The road name choices will be evaluated by the following criteria:

1. The proposed name must not be a duplicate or sound deceptively similar to the name of any other road in Rowan County, including all municipalities.
2. The proposed road name shall not be that of an individual person.
3. All names ending in street, avenue, drive, lane, etc. will be treated as the same name. For example, if there is an existing Wood Street, there cannot be a new road named Wood Drive. This is a duplicate road name.

**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO  
RETURNING PETITION.**

First Choice: Organ Trail Organ Trail  
Second Choice: Organ Trail Extension  
Third Choice: Double A

***It is also important to remember that any or all addresses along the road may be changed during the naming process. We have suggested Organ Trail, since that is an established road, but if you would like to suggest other names we can consider please feel free to do so.***

**ROAD NAME PETITION**

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark (✓) and described below:

- ☒ Assignment of a name to an unnamed road.  
☐ Changing the name of road.

Location of road: Describe the location of road in relation to major highways or state road: located east of Organ Church Road, at the 1700 block of Organ Church Road,

State road number(s). Complete the following that is applicable:

(Secondary road (SR) & Four Digits) SR \_\_\_\_\_ (Highway Number) NC# \_\_\_\_\_ US# \_\_\_\_\_

Present name of road: Name by which the road is currently known. If the road has no name, write "no name." NO NAME 1750 Organ Church Rd.



**Petitioners:**

Petitioners are property owners who own property along the road. Along with each signature include the mailing address, telephone number, and tax map and parcel number.

In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. **Petitions having less than a majority may be returned to the petition leader for additional signatures and may be submitted for Board of Commissioner approval through the special consideration procedure.**

**UNANIMOUS PETITIONS** submitted with 100% of property owners' signatures may be approved by the addressing committee located within the Planning and Development Department while **MAJORITY** and **SPECIAL CONSIDERATION** petitions will be taken for Commissioner approval through the public hearing process and may take 30 days or more for the procedure. You will be notified of completion of the road naming process after final action.

**Petition leader: must own property along the proposed road, otherwise the petition is void:**

SIGNATURE Alice C. Greene  
Address 1101 Michael Avenue (for property at 1750 Organ Church Rd) Salisbury 28146  
City Concord State NC Zip 28025  
Telephone: Home 704-788-7784 Other \_\_\_\_\_ Tax map/parcel number 374B079

DATE: 11-6-21

Road name agreed on: 1. Organ Trail  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Signature	Address	City, St Zip	Map #	Parcel #	Telephone #
	1101 Michael Ave	Concord, NC 28025	374B	079	
	1780 Organ Church Rd	Salisbury, NC 28146	374B	080	
	9900 Old Beatty Ford Rd	Rockwell, NC 28138	374	070	



**ROWAN COUNTY  
Planning and Development  
Road Naming Petition  
911 Addressing**



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Rowan County Planning and Development  
Pamela Ealey, Planning Technician  
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Phone: 704 216-8603 Fax: 704 216-7986  
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**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO  
RETURNING PETITION.**

First Choice: Organ Trail - Double "A" Lane  
Second Choice: Polka dot Lane  
Third Choice: Mimosa Lane

***It is also important to remember that any or all addresses along the road may be changed during the naming process. We have suggested Organ Trail, since that is an established road, but if you would like to suggest other names we can consider please feel free to do so.***

**ROAD NAME PETITION**

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(Secondary road (SR) & Four Digits) SR \_\_\_\_\_ (Highway Number) NC# \_\_\_\_\_ US# \_\_\_\_\_

Present name of road: Name by which the road is currently known. If the road has no name, write "no name." NO NAME \_\_\_\_\_.



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**Petition leader: must own property along the proposed road, otherwise the petition is void:**

SIGNATURE \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Other \_\_\_\_\_ Tax map/parcel number \_\_\_\_\_

DATE: _____
-------------

Road name agreed on:

1. \_\_\_\_\_ Organ Trail

2. \_\_\_\_\_

3. \_\_\_\_\_

Signature	Address	City, St Zip	Map #	Parcel #	Telephone #
	1101 Michael Ave	Concord, NC 28025	374B	079	
	1780 Organ Church Rd	Salisbury, NC 28146	374B	080	980-892-3133
	9900 Old Beatty Ford Rd	Rockwell, NC 28138	374	070	

**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:** Anthony Vann, Assistant Superintendent of Operations, RSSS  
**DATE:** May 9, 2022  
**SUBJECT:** Real Estate Purchase Contract for Rowan-Salisbury School System

---

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 (BOE) meeting, the BOE 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 Contract	5/23/2022	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 Rowan 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:** Anthony Vann, Assistant Superintendent of Operations, RSSS  
**DATE:** May 31, 2022  
**SUBJECT:** Board of Education Surplus Property - Enochville Elementary

---

The Rowan Salisbury Board of Education declared the Enochville Elementary property surplus at the January 26, 2021 meeting.

Currently, the Board of Education has received an offer to purchase the Enochville property for \$500,000. Rowan-Salisbury Board of Education is seeking County Commissioners consideration on accepting or declining the property.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Surplus Property	5/31/2022	Cover Memo



# Board of Education Surplus Property

County Commissioner Meeting  
June 6, 2022





# Overview

- To continue effort to improve efficiency, the Board of Education declared Enochville Elementary school property surplus at the January 26, 2021 meeting.
- General Statute 115C-518 requires that Boards of Education offer surplus properties to the Board of Commissioners prior to disposal.

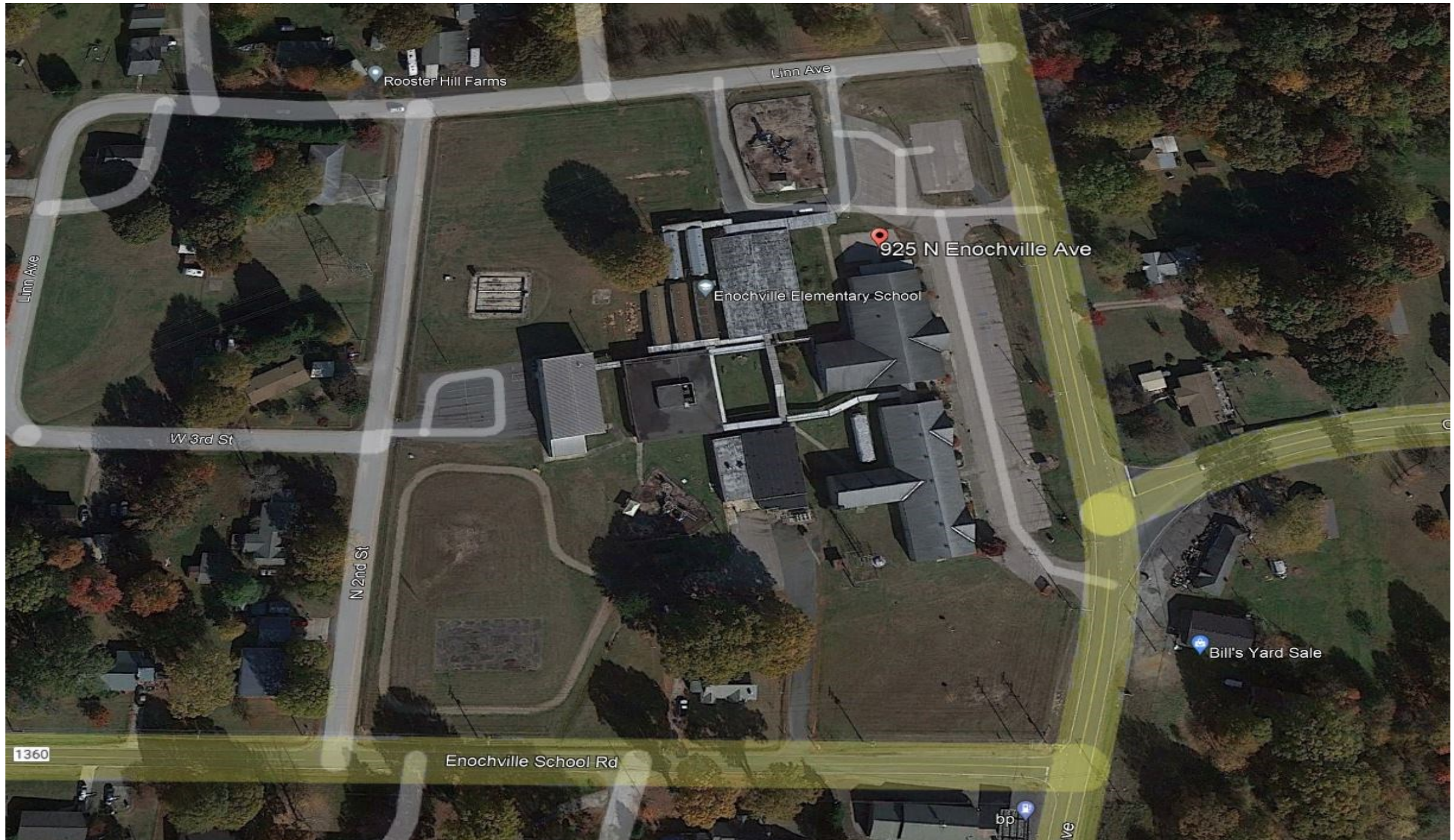


# Key Points

- The Board of Education has received an offer to purchase the Enochville property for \$500,000.
- Enochville Elementary School  
925 N. Enochville Ave., China Grove, NC 28023  
Approximately 8.44 acres, constructed in 1941.
- Currently, the Board of Education plans to move forward with the upset bid process for the sale of this surplus property.



# Enochville Elementary





# Recommendation

- County Commissioners to consider accepting or declining the Enochville property.



# Questions?



**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:** May 24, 2022  
**SUBJECT:** Discussion Regarding July Meeting Schedule

---

The Board has typically voted in the past to cancel one of its' monthly meetings during the month of July. Currently, the Board is scheduled to meet on Tuesday, July 5, 2022 at 3:00 pm and Monday, July 18, 2022 at 6:00 pm.

The Board is asked to discuss its meeting preferences for the month of July so that Staff can plan accordingly.



**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:** May 30, 2022  
**SUBJECT:** Budget Amendments

---

Please see attached budget amendments.

Please approve attached budget amendments.

**ATTACHMENTS:**

**Description**

Budget Amendments

**Upload Date**

5/30/2022

**Type**

Budget Amendment

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

Increase in budget of revenue and expense to account for settlements received and increase in insurance claims.

EXPLANATION IN DETAIL:

Prepared by: JHOWDEN  
Date: 5/25/2022

[illegible]



# Rowan County G/L ACCOUNT - MASTER INQUIRY

Org code:	5146010	RISK MNGMT P&PL REVENUES	Type:	R
Object code:	489030	INSURANCE SETTLEMENTS	Status:	A
Project code:			Budgetary:	Y

Fund	5010	RISK MANAGEMENT FUND
Function	60	RISK MANAGEMENT
Sub Function	6000	RISK MANAGEMENT
Department	6000	RISK MANAGEMENT
Division	6010	RISK MANAGEMENT-P&PL
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	4	REVENUES

Full description:	INSURANCE SETTLEMENTS	Short desc:	INS SETMNT
Reference Acct:			

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	-19,044.09	.00	.00	.00
03	-400.00	.00	.00	.00
04	-2,082.34	.00	.00	.00
05	.00	.00	.00	.00
06	-3,137.13	.00	.00	.00
07	-13,495.08	.00	.00	.00
08	-3,329.02	.00	.00	.00
09	-47,313.82	.00	.00	.00
10	.00	.00	.00	.00
11	-4,376.19	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-93,177.67	.00	.00	.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	-93,177.67	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-93,177.67	Carry Fwd Budget	.00
Available Budget	93,177.67	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00



## Rowan County G/L ACCOUNT - MASTER INQUIRY

Org code: 5146020 RISK MNGMT WRKRS COMP REV  
Object code: 441080 WC PREMIUM CHARGES  
Project code:

Type: R  
Status: A  
Budgetary: Y

Fund 5010 RISK MANAGEMENT FUND  
Function 60 RISK MANAGEMENT  
Sub Function 6000 RISK MANAGEMENT  
Department 6000 RISK MANAGEMENT  
Division 6020 RISK MANAGEMENT-WC  
Program 0000 NON PROGRAM  
Activity 000 NON ACTIVITY  
Type 4 REVENUES

Full description: WC PREMIUM CHARGES  
Reference Acct:

Short desc: WC CHARGES

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-47,323.30	.00	.00	-575,000.00
02	-72,517.24	.00	.00	.00
03	-50,099.72	.00	.00	.00
04	-51,546.94	.00	.00	.00
05	-48,579.76	.00	.00	.00
06	-47,616.73	.00	.00	.00
07	-74,097.40	.00	.00	.00
08	-47,468.63	.00	.00	.00
09	-47,376.91	.00	.00	.00
10	-48,849.15	.00	.00	.00
11	-48,784.60	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-584,260.38	.00	.00	-575,000.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	-584,260.38	Original Budget	-575,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-584,260.38	Carry Fwd Budget	.00
Available Budget	9,260.38	Carry Fwd Bud Tfr	.00
Percent Used	101.61	Revised Budget	-575,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	-575,000.00
Actual-Last Yr	.00	MANAGER	-575,000.00
Estim-Actual	-575,000.00	PRESENT	-575,000.00
	.00	COMMISSION	.00
		APPROVED	-575,000.00



## Rowan County G/L ACCOUNT - MASTER INQUIRY

Org code: 5156010 RISK MNGMT P&PL EXPENSES  
 Object code: 590003 CLAIMS EXPENSE  
 Project code:

Type: E  
 Status: A  
 Budgetary: Y

Fund 5010 RISK MANAGEMENT FUND  
 Function 60 RISK MANAGEMENT  
 Sub Function 6000 RISK MANAGEMENT  
 Department 6000 RISK MANAGEMENT  
 Division 6010 RISK MANAGEMENT-P&PL  
 Program 0000 NON PROGRAM  
 Activity 000 NON ACTIVITY  
 Type 5 EXPENDITURES

Full description: CLAIMS EXPENSE  
 Reference Acct:

Short desc: CLAIMS EXP  
 Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	350,000.00
02	-679.28	.00	.00	.00
03	31,045.53	.00	.00	.00
04	39,108.50	2,932.24	.00	.00
05	.00	.00	.00	.00
06	55,542.97	-2,932.24	.00	.00
07	18,016.62	15,434.73	.00	.00
08	66,847.00	717.10	.00	.00
09	41,059.47	27,346.80	.00	.00
10	34,983.69	-11,058.54	.00	.00
11	.00	15,869.03	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	285,924.50	48,309.12	.00	350,000.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	285,924.50	Original Budget	350,000.00
Encumbrances	48,309.12	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	334,233.62	Carry Fwd Budget	.00
Available Budget	15,766.38	Carry Fwd Bud Tfr	.00
Percent Used	95.50	Revised Budget	350,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	350,000.00
Actual-Last Yr	.00	MANAGER	350,000.00
Estim-Actual	350,000.00	PRESENT	350,000.00
	.00	COMMISSION	.00
		APPROVED	350,000.00



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
AD VALOREM TAX-CURRENT YR	R	2144340 - 411001	-	-
AD VALOREM TAX-NCVTS	R	2144340 - 411003	4,000	-
AD VALOREM-WRITE OFF COLL	R	2144340 - 411004	-	-
ABATEMENTS-CURRENT YEAR	CR	2144340 - 411010	-	-
TAX DISCOUNTS	CR	2144340 - 411015	-	-
INTEREST REVENUE ON TAXES	R	2144340 - 419010	8,000	-
			-	-
FDT-ATWELL TOWNSHIP	E	2154340 - 586001	2,000	-
FDT-BOSTIAN HEIGHTS	E	2154340 - 586002	-	-
FDT-CLEVELAND	E	2154340 - 586003	-	-
FDT-EAST GOLD HILL	E	2154340 - 586004	1,000	-
FDT-EAST LANDIS	E	2154340 - 586005	-	-
FDT-EAST ROWAN	E	2154340 - 586006	1,000	-
FDT-ELLIS CROSS COUNTRY	E	2154340 - 586007	-	-
FDT-ENOCHVILLE	E	2154340 - 586008	-	-
FDT-FRANKLIN	E	2154340 - 586009	-	-
FDT-LIBERTY (WEST)	E	2154340 - 586010	-	-
FDT-LOCKE TOWNSHIP	E	2154340 - 586011	-	-
FDT-MILLER'S FERRY	E	2154340 - 586012	1,000	-
FDT-MOUNT MITCHELL	E	2154340 - 586013	1,000	-
FDT-POOLETOWN	E	2154340 - 586014	-	-
FDT-RICHFIELD/MISENHEIMER	E	2154340 - 586015	-	-
FDT-ROCKWELL RURAL	E	2154340 - 586016	-	-
FDT-ROWAN-IREDELL	E	2154340 - 586017	4,000	-
FDT-SCOTCH IRISH	E	2154340 - 586018	-	-
FDT-SOUTH ROWAN	E	2154340 - 586019	-	-
FDT-SOUTH SALISBURY	E	2154340 - 586020	-	-
FDT-UNION	E	2154340 - 586021	-	-
FDT-WEST ROWAN	E	2154340 - 586022	2,000	-
FDT-WOODLEAF	E	2154340 - 586023	-	-
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: <u>✓</u>		Approved: _____	Period - Journal #	<u>11-723</u>
Disapproved: _____		Disapproved: _____	Keyed By:	<u>TS</u>
Amended: _____		Amended: _____	Date Keyed:	<u>5/17/2022</u>
Date: <u>05/20/22</u>		Date: _____	Posted By:	_____
Signature: <u>J. Howden</u>		Signature: _____	Date Posted:	_____

ROWAN COUNTY  
FIRE DISTRICTS  
ACTUALS THROUGH April

This is updated for FY2023

BASED ON REMAINING FY21 ACTUALS

DEPARTMENT	ORG	OBJ	ACCOUNT DESCRIPTION	ACTUAL YTD		REMAINING BUDGET	PERCENTAGE USED	FY ACTUALS						ESTIMATED		ADD (SUBTRACT) BA	
				TURNOVER THRU March				MARCH	APRIL	MAY	JUNE	JULY	TOTAL	UNDER BUDGET			
				BUDGET	TURNOVER												
4330	2144340	411001	AD VALOREM TAX-CURRENT YR	(6,687,794.00)	(6,559,564.00)	(128,230.00)		-	-	(30,655)	(29,592)	(60,247)	(6,619,811)	67,983	-	Credit	
4330	2144340	411003	AD VALOREM TAX-NCVTS	(851,000.00)	(627,378.00)	(223,622.00)		-	-	(58,138)	(65,495)	(123,633)	(751,011)	99,989	-	Credit	
4330	2144340	411004	AD VALOREM-WRITE OFF COLL					-	-	-	-	-	-	-	-	Credit	
4330	2144340	411010	ABATEMENTS-CURRENT YEAR	45,000.00	23,911.00	21,089.00		-	-	8	-	8	23,919	21,081	-	Credit	
4330	2144340	411015	TAX DISCOUNTS	60,000.00	47,357.51	12,642.49		-	-	-	-	-	47,358	12,642	-	Credit	
4330	2144340	419010	INTEREST REVENUE ON TAXES	(49,000.00)	(37,814.00)	(11,186.00)		-	-	(3,869)	(4,737)	(8,606)	(46,420)	2,580	-	Credit	
			Total 2144340 FIRE DISTRICTS REVENUE	(7,482,794.00)	(7,153,487.49)	(329,306.51)		-	-	(92,654)	(99,824)	(192,478)	(7,345,965)	204,275	-	Credit	
4330	2154340	586001	FDT-ATWELL TOWNSHIP	724,154.00	698,701.00	25,453.00		-	-	9,232	8,798	18,030	716,731	7,423	-	Debit	
4330	2154340	586002	FDT-BOSTIAN HEIGHTS	884,196.00	841,180.00	43,016.00		-	-	15,081	13,750	28,831	870,011	14,185	-	Debit	
4330	2154340	586003	FDT-CLEVELAND	487,493.00	470,735.00	16,758.00		-	-	3,405	3,451	6,856	477,591	9,902	-	Debit	
4330	2154340	586004	FDT-EAST GOLD HILL	116,585.00	112,996.00	4,289.00		-	-	96.32%	1,440	1,548	2,988	115,284	1,301	-	Debit
4330	2154340	586005	FDT-EAST LANDIS	32,410.00	28,018.00	4,392.00		-	-	535	1,865	2,400	30,418	1,992	-	Debit	
4330	2154340	586006	FDT-EAST ROWAN	20,335.00	19,298.00	1,037.00		-	-	94.90%	421	371	792	20,090	245	-	Debit
4330	2154340	586007	FDT-ELLIS CROSS COUNTRY	161,571.00	150,467.00	11,104.00		-	-	93.13%	3,135	3,024	6,159	156,626	4,945	-	Debit
4330	2154340	586008	FDT-ENOCHVILLE	274,448.00	259,563.00	14,885.00		-	-	94.58%	4,274	4,788	9,062	268,625	5,823	-	Debit
4330	2154340	586009	FDT-FRANKLIN	375,721.00	355,477.00	20,244.00		-	-	94.61%	4,496	7,141	11,637	367,114	8,607	-	Debit
4330	2154340	586010	FDT-LIBERTY (WEST)	254,441.00	242,941.00	11,500.00		-	-	95.48%	3,696	3,337	7,033	249,974	4,467	-	Debit
4330	2154340	586011	FDT-LOCKE TOWNSHIP	1,099,332.00	1,048,003.00	51,329.00		-	-	95.33%	14,759	15,426	30,185	1,078,188	21,144	-	Debit
4330	2154340	586012	FDT-MILLER'S FERRY	646,740.00	637,633.00	9,107.00		-	-	98.59%	3,022	3,146	6,168	643,801	2,939	-	Debit
4330	2154340	586013	FDT-MOUNT MITCHELL	97,017.00	93,833.00	3,184.00		-	-	96.72%	1,121	1,197	2,318	96,151	866	-	Debit
4330	2154340	586014	FDT-POOLETOWN	116,044.00	111,694.00	4,350.00		-	-	96.25%	1,220	1,067	2,287	113,981	2,063	-	Debit
4330	2154340	586015	FDT-RICHFIELD/MISENHEIMER	8,708.00	8,153.00	555.00		-	-	93.63%	99	51	150	8,303	405	-	Debit
4330	2154340	586016	FDT-ROCKWELL RURAL	632,104.00	595,639.00	36,465.00		-	-	94.23%	10,671	12,100	22,771	618,410	13,694	-	Debit
4330	2154340	586017	FDT-ROWAN-IREDELL	37,898.00	39,663.00	(1,765.00)		-	-	104.66%	643	467	1,110	40,773	(2,875)	-	Debit
4330	2154340	586018	FDT-SCOTCH IRISH	118,489.00	111,316.00	7,173.00		-	-	93.95%	3,163	1,694	4,857	116,173	2,316	-	Debit
4330	2154340	586019	FDT-SOUTH ROWAN	6,085.00	5,054.00	1,031.00		-	-	83.06%	74	203	277	5,331	754	-	Debit
4330	2154340	586020	FDT-SOUTH SALESBURY	518,520.00	501,262.00	17,258.00		-	-	96.67%	3,307	6,659	9,966	511,228	7,292	-	Debit
4330	2154340	586021	FDT-UNION	148,743.00	140,028.00	8,715.00		-	-	94.14%	2,656	2,759	5,415	145,443	3,300	-	Debit
4330	2154340	586022	FDT-WEST ROWAN	396,311.00	385,756.00	10,555.00		-	-	97.34%	3,455	4,139	7,594	393,350	2,961	-	Debit
4330	2154340	586023	FDT-WOODLEAF	325,549.00	296,768.00	28,781.00		-	-	91.16%	2,738	2,831	5,569	302,337	23,212	-	Debit
			Total 2154340 FIRE DISTRICTS EXPENSE	7,482,894.00	7,153,478.00	329,416.00		-	-	95.60%	92,643	99,812	192,455	7,345,933	136,961	-	Credit
			Grand Total	100.00	(9.49)	109.49		-	-	(11)	(12)	(23)	(32)	67,314	-	-	

12,000 Debit  
(12,000) Credit

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]



**Rowan County**  
**ARPA REPORT - FISCAL YEAR 2022**  
**AS OF APRIL 30, 2022**

FOR 2022 13

ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
7030	AMERICAN RESCUE PLAN	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
<b>4112 GENERAL GOVERNMENT</b>								
<b>7344119 AMERICAN RESCUE PLAN REVENUE</b>								
7344119	431300	0	-9,543,325	-4,122,891.32	.00	.00	-5,420,433.68	43.2%*
7344119	431301	0	0	.00	.00	.00	.00	.0%
7344119	431302	0	-410,000	-410,000.00	.00	.00	.00	100.0%
7344119	461010	0	0	-3,011.14	.00	.00	3,011.14	100.0%
<b>TOTAL AMERICAN RESCUE PLAN REVENUE</b>								
		0	-9,953,325	-4,535,902.46	.00	.00	-5,417,422.54	45.6%
<b>7354119 AMERICAN RESCUE PLAN EXPENSES</b>								
7354119	510005	0	3,062,298	2,585,517.66	.00	.00	476,780.34	84.4%
7354119	510010	0	537,500	217,747.42	.00	.00	319,752.58	40.5%
7354119	510015	0	80,000	.00	.00	.00	80,000.00	.0%
7354119	520005	0	295,030	209,232.20	.00	.00	85,797.80	70.9%
7354119	520010	0	55,160	39,414.14	.00	.00	15,745.86	71.5%
7354119	520015	0	408,124	298,704.54	.00	.00	109,419.46	73.2%
7354119	520020	0	231,990	164,466.90	.00	.00	67,523.10	70.9%
7354119	520025	0	66,120	24,284.01	.00	.00	41,835.99	36.7%
7354119	530001	0	140,895	87,621.71	.00	.00	53,273.29	62.2%
7354119	530017	0	101,700	51,858.70	.00	49,841.26	.04	100.0%
7354119	534030	0	0	.00	.00	.00	.00	.0%
7354119	534045	0	18,648	10,368.00	.00	.00	8,280.00	55.6%
7354119	543020	0	16,000	.00	.00	.00	16,000.00	.0%
7354119	543020	0	10,000	8,358.87	.00	.00	1,641.13	83.6%
7354119	550000	0	18,000	18,000.00	.00	.00	.00	100.0%
7354119	558000	0	1,200	.00	.00	.00	1,200.00	.0%
7354119	561000	0	50,000	.00	.00	.00	50,000.00	.0%
7354119	561030	0	19,575	4,645.69	.00	.00	14,929.31	23.7%
7354119	561045	0	2,454	.00	.00	.00	2,454.00	.0%
7354119	561085	0	50,000	567.64	.00	.00	49,432.36	1.1%
7354119	561090	0	16,000	6,811.04	.00	.00	9,188.96	42.6%
7354119	561095	0	30,000	196.90	.00	.00	29,803.10	.7%
7354119	562020	0	10,000	.00	.00	.00	10,000.00	.0%
7354119	573000	0	0	.00	.00	.00	.00	.0%
7354119	573025	0	1,000,000	226,595.00	.00	.00	773,405.00	22.7%
7354119	574000	0	1,100,000	.00	.00	100,000.00	1,000,000.00	9.1%

BA to move budget to correct account.



**Rowan County**  
**ARPA REPORT - FISCAL YEAR 2022**  
**AS OF APRIL 30, 2022**

FOR 2022 13

ACCOUNTS FOR: 7030	AMERICAN RESCUE PLAN	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE /COL
7354119 574020	C/A - OFFICE EQUIPM	0	244,000	.00	.00	190,182.62	53,817.38	77.9%
7354119 575000	C/A - EQUIPMENT	0	47,520	.00	.00	.00	47,520.00	.0%
7354119 575010	C/A - TECHNOLOGY	0	53,568	.00	.00	.00	53,568.00	.0%
7354119 575035	C/A - VEHICLES	0	270,000	.00	.00	183,200.00	86,800.00	67.9%
7354119 576020	F/A - DP EQUIPMENT	0	12,373	.00	.00	11,562.96	810.04	93.5%
7354119 576030	F/A - FURN & EQUIPM	0	35,339	24,149.41	.00	4,930.56	6,259.03	82.3%
7354119 576900	F/A - OTHER	0	24,774	11,179.70	.00	3,299.15	10,295.15	58.4%
7354119 582025	DISASTER EXPENDITUR	0	47,000	3,995.25	.00	.00	43,004.75	8.5%
7354119 583113	INVESTING IN OUR CH	0	0	.00	.00	.00	.00	.0%
7354119 585000	GRANT EXPENDITURES	0	1,403,057	143,056.33	.00	1,830.00	1,258,170.67	10.3%
7354119 590021	LEAD AND COPPER COM	0	0	.00	.00	.00	.00	.0%
7354119 590040	HOUSING ASSISTANCE	0	0	.00	.00	.00	.00	.0%
7354119 591107	TOURISM APPROPRIATI	0	495,000	495,000.00	.00	.00	.00	100.0%
7354119 594000	EDUCATION APPROPRIA	0	0	.00	.00	.00	.00	.0%
7354119 595101	TRANSFERS	0	0	.00	.00	.00	.00	.0%
7354119 595603	TRANSFER TO 603	0	0	.00	.00	.00	.00	.0%
7354119 595605	CLEAN WATER	0	0	.00	.00	.00	.00	.0%
TOTAL AMERICAN RESCUE PLAN EXPENSES		0	9,953,325	4,631,771.11	.00	544,846.55	4,776,707.34	52.0%
TOTAL GENERAL GOVERNMENT		0	0	95,868.65	.00	544,846.55	-640,715.20	100.0%
TOTAL AMERICAN RESCUE PLAN		0	0	95,868.65	.00	544,846.55	-640,715.20	100.0%
TOTAL REVENUES		0	-9,953,325	-4,535,902.46	.00	.00	-5,417,422.54	
TOTAL EXPENSES		0	9,953,325	4,631,771.11	.00	544,846.55	4,776,707.34	





**Rowan County**  
**PROJECT BUDGET REPORT**  
IAS OF MARCH 31, 2022

FOR 07/01/2021 - 04/30/2022

Original Budget		Net Budget Amendments		Revised Budget		Requisitions	Encumbrances	Actuals	Available Budget	Percent Used
E 20900-200-591107-211										
0.00		495,000.00		495,000.00		0.00	0.00	495,000.00	0.00	100.00%
EFF DATE	JNL	LINE	SRC REF1	REF2	REF3	CHECK	AMOUNT	D/C GLYrPr	GLJnI	GLLine
09/21/2021	49	7	PAC July and Aug				495,000.00	D		
09/21/2021	50	7	PAC				495,000.00	C		
09/21/2021	51	2	PAJ ARPA PL	Project Ldg			495,000.00	D		
TOTALS for Object/Object: 591107 -										
0.00		495,000.00		495,000.00		0.00	0.00	495,000.00	0.00	100.00%
TOTALS for Sub-Task/Frequency: 211 - AID TOURIS										
0.00		495,000.00		495,000.00		0.00	0.00	495,000.00	0.00	
Sub-Task: 512 - LEAD REMED										
E 20900-500-573025-512										
0.00		1,000,000.00		1,000,000.00		0.00	0.00	226,595.00	773,405.00	22.66%
EFF DATE	JNL	LINE	SRC REF1	REF2	REF3	CHECK	AMOUNT	D/C GLYrPr	GLJnI	GLLine
09/21/2021	53	1	PAJ PROJECT BUD				1,000,000.00	D		
01/28/2022	65	1	GEN JK				226,595.00	D	2022/07	620 1
TOTALS for Object/Object: 573025 -										
0.00		1,000,000.00		1,000,000.00		0.00	0.00	226,595.00	773,405.00	22.66%
TOTALS for Sub-Task/Frequency: 512 - LEAD REMED										
0.00		1,000,000.00		1,000,000.00		0.00	0.00	226,595.00	773,405.00	
TOTALS FOR EXPENSE STRINGS										
0.00		9,953,325.00		9,953,325.00		0.00	0.00	466,002.53	4,535,117.50	4,952,204.97 0.00%
REPORT TOTAL										
Original Budget	Net Budget Amendments			Revised Budget			Requisitions	Encumbrances	Actuals	Available Budget
0.00	9,953,325.00			9,953,325.00			0.00	466,002.53	4,535,117.50	4,952,204.97



## Account Inquiry [Rowan County]

Account Inquiry [Rowan County]

Account Inquiry [Rowan County]

Account Inquiry [Rowan County]Account Inquiry [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:** Carolyn Barger, Clerk to the Board  
**DATE:** May 23, 2022  
**SUBJECT:** Consider Approval of Board Appointments

---

**ATTACHMENTS:**

**Description**

Board Appointments

**Upload Date**

6/1/2022

**Type**

Cover Memo

## **MONTHLY BOARD APPOINTMENTS**

**June 6, 2022**

### **COMMISSION MEETING**

---

#### **ADULT CARE HOME ADVISORY COMMITTEE**

James Emmett applied for reappointment for a three-year term, which would expire June 30, 2025.

#### **AIRPORT ADVISORY BOARD**

Mark Comer resigned due to changes in his work schedule preventing him from attending meetings. The Board is asked to accept Mr. Comer's resignation.

The resignation creates one (1) opening for a member of the **Business Community** with a term that will expire June 30, 2023. Four (4) applications have been received; however, with the exception of Mr. Collins, three of the applicants are users of the Airport.

- Dwight Collins
- Garry Dale Perry
- James Javurek
- Stephen Graham Johnson

#### **TOWN OF CLEVELAND ZONING AND PLANNING BOARD – ETJ**

Eugene Adkins applied for reappointment as an ETJ representative; however, he is not eligible based on the term limits in the Resolution adopted by the Board of Commissioners that governs the advisory board appointment process.

The Mayor of Cleveland has requested the Board consider waiving the term limits and reappoint Mr. Adkins. If approved, the term will expire May 31, 2025.

#### **CENTRALINA WORKFORCE DEVELOPMENT BOARD**

Desiree Dunston and John Michael Beaver both applied for reappointment as private sector representatives. If approved, their terms will expire June 30, 2024.

#### **SALISBURY ROWAN COMMUNITY ACTION AGENCY, INC.**

Amy Archer Brown applied for reappointment for a two-year term, which would expire June 30, 2024.

#### **TOWN OF FAITH ZONING – ETJ**

Lu Gamewell applied for reappointment as an ETJ member and if approved, the term would expire May 31, 2025.

#### **JUVENILE CRIME PREVENTION COUNCIL**

The following are current members of the JCPC who applied for reappointment. If approved, the terms for each would expire June 30, 2024:

- Jenny Lee, General Public seat



- Sarah Schaller, Mental Health seat (lives outside of Rowan County but fills the Vaya Health seat)
  - Haylee Gardner Shuping, General Public seat
  - Carol Ann Houpe, School Superintendent (designee)
- 
- Carla Johnston is a social work supervisor at DSS. Ms. Johnston applied to fill a vacant seat for a Member of the Public Representing Interests of Families of At-Risk Juveniles. The term would be for two (2) years and expire June 30, 2024.

#### **ROWAN CABARRUS COMMUNITY COLLEGE BOARD OF TRUSTEES**

Dr. Lynn Marsh's term expires June 30, 2022 and she does not wish to be reappointed at this time. An application was received from Elizabeth Cook and a letter was received from Dr. Spalding, President of RCCC, supporting the appointment.

The term is for four years and will expire June 30, 2026.

#### **ROWAN COUNTY BOARD OF ADJUSTMENT**

Michael Harrill applied for reappointment for a three-year term that will expire June 30, 2025.

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

Alan King applied to fill a county seat that will become vacant on June 30, 2022. The term would be for three (3) years and expire June 30, 2025.

# Mr. James Emmett

Rowan County | Generated 5/25/2022 @ 10:03 am by OnBoard2 - Powered by ClerkBase

## Status

<b>Name</b>	Mr. James Emmett
<b>Application Date</b>	5/25/2022
<b>Expiration Date</b>	5/25/2024
<b>Board Member</b>	James Gadsby Emmett
<b>Status</b>	<b>Validated</b>

## Board

Adult Care Home Advisory Committee

## Vacancies

14

## Status

**Pending**

## Basic Information

### Name

Mr. James Emmett

### Business/Civic Experience and why you feel you are qualified for this appointment:

32 years as a clinical social worker at the Salisbury VA hospital

### Have you ever been convicted of a felony?

no

### County of Residence

Rowan

## Contact Information

### Address

310 Camelot Rd  
Salisbury, NC 28147

### Resident

Yes

### Ward/District

### Phone

7046369530

### Cell Phone

704-245-5692

### Email

emet1493@gmail.com

## Occupation

### Employer

retired

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

## Gender

What is your gender?

Male

## Barger, Carolyn M

---

**From:** Steele, Valerie S  
**Sent:** Monday, May 23, 2022 2:12 PM  
**To:** Barger, Carolyn M  
**Subject:** FW: Rowan County Airport Advisory Board Resignation

For your records. I will reach back out to Greg for clarification on next steps in filling the business slot that is vacant because the current applicants are pilots/airport users.

-Valerie

**From:** Edds, Greg <Greg.Edds@rowancountync.gov>  
**Sent:** Tuesday, April 5, 2022 10:47 PM  
**To:** MARK & TARI COMER <mtcomer1@bellsouth.net>  
**Cc:** D. Kirk Beatty 96 <kirk.beatty96@datatechis.com>; Steele, Valerie S <Valerie.Steele@rowancountync.gov>  
**Subject:** Re: Rowan County Airport Advisory Board Resignation

Mark, hate to hear. Thank you for your service. All the best.

Greg

On Apr 5, 2022, at 4:04 PM, MARK & TARI COMER <mtcomer1@bellsouth.net> wrote:

**WARNING:** The sender of this email could not be validated and may not match the person in the "From" field.

**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.

Greg,

My current and future work arrangements prevent me from attending the quarterly Airport Advisory Board meetings.

Therefore, I am resigning my position as Airport Advisory Board member effective immediately.

I appreciate the opportunity to have served our community.

Please email or call me if you have any questions.

Thank you very much.

Mark Comer  
704-968-6989

# Dwight Collins

Rowan County | Generated 5/23/2022 @ 2:14 pm by OnBoard2 - Powered by ClerkBase

## Status

<b>Name</b>	Dwight Collins
<b>Application Date</b>	8/2/2021
<b>Expiration Date</b>	8/2/2023
<b>Board Member</b>	Dwight Collins
<b>Status</b>	Validated

## Board

Airport Advisory Board

## Vacancies

1

## Status

Pending

## Basic Information

### Name

Dwight Collins

### Business/Civic Experience and why you feel you are qualified for this appointment:

Twenty three years of transportation management, VP of Sunbelt Transport, twenty three years as business owner of landscape construction company. Founding member of the NC Irrigation Licensing Board, spent 8 years on the board. Current Board of Elections member, in my 4th term of two year appointments. Served on Rowan County Board of Adjustments. I have always had an interest in flying and I believe that my logistics and business background would be beneficial.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Gender

### What is your gender?

Male

## Contact Information

### Address

109 Ashton Lane  
Salisbury, NC 28147

### Resident

Yes

### Ward/District

### Phone

704-202-1542

### Cell Phone

704-202-1542

### Email

dljzae@gmail.com

## Occupation

### Employer

Distinctive Naturescapes

### Occupation

Co-owner

# Garry Dale Perry

Rowan County | Generated 5/23/2022 @ 2:14 pm by OnBoard2 - Powered by ClerkBase

## Status

Name	Board	Vacancies	Status
Garry Dale Perry	Airport Advisory Board	1	Pending
Application Date			
7/12/2021			
Expiration Date			
7/12/2023			
Board Member			
Garry Dale Perry			
Status			Validated

## Basic Information

### Name

Garry Dale Perry

### Business/Civic Experience and why you feel you are qualified for this appointment:

I have been continuously employed by the Army National Guard and Retail Business Services in a professional aviation career in Rowan County at the Mid-Carolina Regional Airport for over thirty-two years. I have the unique perspective of being a tenant and continuous user both professionally and personally of the Mid-Carolina Regional Airport for over three decades. My latest and current military assignment is as an Aviation Safety Officer at the Army Aviation Support Facility on National Guard Road. My full time career is with Retail Business Services as a corporate pilot a current tenant, 400 Airport Road, Salisbury, NC 28147.

I have a fully life time invested interest in the efficient, effective management and promotion of the Mid-Carolina Regional Airport for now and in the future. I will provide the board with the unique blended military and civilian aviation perspective with an emphasis subject matter as a certified Aviation Safety Officer trained at the Army Aviation Safety Center, Fort Rucker, Alabama and current corporate tenant as a corporate pilot with Retail Business Services.

### Have you ever been convicted of a felony?

no

### County of Residence

Rowan

## Gender

### What is your gender?

Male

## Contact Information

### Address

3003 Sides Road  
Rockwell, NC 28138

### Resident

Yes

### Ward/District

### Phone

704-804-0818

### Cell Phone

704-804-0818

### Email

cw2av8tor@yahoo.com

## Occupation

### Employer

Retail Business Services

### Occupation

Corporate Pilot



# Garry Perry

**Corporate Pilot**  
Salisbury, NC 28146

cw2av8tor@yahoo.com  
(704) 804-0818

Career professional pilot FLIGHT TIME Total Flight Time 6000 PIC 3000 SIC 2042 Instructor 1425  
Airplane Multi-Engine 1520 Airplane Single-Engine 151 Jet 300 Helicopter 3695 Instrument 256  
NVG/NVS 501.8 Night 220 Combat 1100 RATINGS AND CERTIFICATES COMMERCIAL PILOT - Rotorcraft-  
Helicopter, Airplane Multi-Engine Land, Airplane Single Engine Land, Instrument Helicopter and  
Airplane CERTIFIED FLIGHT INSTRUCTOR - Instrument Flight Examiner TYPE RATING - SA227 (C-26),  
560XL (Citation XLS+) SECRET Security Clearance  
Authorized to work in the US for any employer

## Work Experience;

### **Corporate Pilot, Citation XLS+ RETAIL BUSINESS SERVICES - Salisbury, NC**

January 2019 to Present

Pilot in command in the Citation XLS+. Providing exceptional corporate aviation service to the executives and employees of all the Ahold Delhaize USA companies. Providing corporate aviation service during day/night and varying adverse weather conditions throughout our corporate footprint globally.

### **C-26 METROLINER PILOT ARMY AVIATION SUPPORT FACILITY - Morrisville, NC**

March 2013 to Present

Pilot in command the C-26E Metroliner while providing Operational Support Airlift Command (OSACOM) airplane support during day/night and adverse weather conditions CONUS and OCONUS. Coordinate, Plan and execute supported army aviation fixed-wing missions throughout the US and the world based on OSACOM directives and the needs of the C-26 community including predominately VIP transport during peacetime and wartime.

### **UH-60 INSTRUCTOR PILOT/PIC/SIC ARMY AVIATION SUPPORT FACILITY - Salisbury, NC**

December 2004 to Present

Administer Aircrew Training Program (ATP) as an Instructor Pilot for the U.S. Army. Train and evaluate pilots in all aspects of Army aviation, to include standards, military and civilian regulations, tactics, and techniques. Administer annual and no-notice instrument flight evaluations to assigned aircrew. Safely and efficiently provide all-weather, day/night transport of combat troops, VIPs, supplies, and equipment during garrison and combat operations. Conduct Air Assault, Sling Load, Bambi-Bucket, Fast Rope, Helicopter Aquatic Rescue Team (HART) missions with short notice. Provide coordination and oversight for assigned aircrew simulator period scheduling and training. Perform assigned duties as the facility Aviation Safety Officer (ASO).

### **ARMY SOLDIER**

October 1989 to Present

Multiple assignments beginning as a computer repairer. Graduated from Army Flight School November 1997. My primary aircraft assignments as a pilot have been the UH-1H Huey, UH-60L Blackhawk and the C-26E Metroliner.

**POLICE OFFICER** Salisbury, NC

January 1996 to December 2004

Proactively protect lives and property by patrolling assigned areas and responding to calls for service. Enforce state laws and local ordinances in accordance with subject matter and territorial jurisdiction of assignment. Investigate reports of criminal activity, domestic violence and traffic accidents throughout the city of Salisbury. Report crimes, violations and incidents through the FBI/ IBR (incident based reporting) system. Apprehend, arrest and cite violators and violations as a part of crime prevention and detection efforts.

Education

**High school or equivalent in U.S. ARMY PROFESSIONAL MILITARY EDUCATION**

IN EMBRY RIDDLE UNIVERSITY - Salisbury, NC

2013

# James Javurek

Rowan County | Generated 5/23/2022 @ 2:15 pm by OnBoard2 - Powered by ClerkBase

## Status

**Name** James Javurek  
**Application Date** 3/4/2021  
**Expiration Date** 3/4/2023  
**Board Member** James Javurek  
**Status** Validated

### Board

Airport Advisory Board

### Vacancies

1

### Status

Pending

## Basic Information

### Name

James Javurek

### Business/Civic Experience and why you feel you are qualified for this appointment:

Mid-Carolina Aviation

### Have you ever been convicted of a felony?

NO

### County of Residence

ROWAN

## Contact Information

### Address

3670 Airport Loop Road  
Salisbury, NC 28147

### Resident

Yes

### Ward/District

### Phone

7045167354

### Email

jamie@flymcaviation.com

## Occupation

### Employer

American Airlines

### Occupation

Captain, A320

## Gender

### What is your gender?

Male

## **James Leslie Javurek**

P.O. Box 1085  
China Grove, NC 28023-1085  
(Salisbury, NC residence)  
jamie@10cclub.com  
(704) 516-7354

### **PERSONAL DATA**

Date of Birth: 11 October 1957  
Family Status: Married 35 years, three children  
Pilot Certificate #: 2619245

Height: 5'9"  
Weight: 185 pounds  
FAA 1st Class: 09 JUL 2020

### **EMPLOYMENT AND FLIGHT EXPERIENCE**

American Airlines, Inc.  
5501 Josh Birmingham Pkwy  
Charlotte, NC 28208

Captain, A319/A320/A321  
March 1987 to October, 2022  
LOSA Observer 2014

US Airways, Inc. (Piedmont Airlines)  
4000 East Sky Harbor Blvd.  
Phoenix, AZ 85034

Flight Engineer Line Check Instructor  
June 1987 to December 1987

Southtec Aviation LLC  
Glenn Lawler

March 2013 to February 2016  
Diamond Aircraft Service and Repair  
(Maintenance, as needed)

### **FLIGHT QUALIFICATIONS**

Total Flight Time:	22,235 hours
PIC Time:	10,827 hours
A330 First Officer:	82 hours
A319/320/321 Captain:	4,735 hours
A319/320/321 First Officer:	404 hours
B757-200/B767-200 First Officer:	1,749 hours
737-3/400 Captain	385 hours
737-3/400 First Officer:	4,291 hours
DC-9 First Officer:	486 hours
F100 First Officer:	2,109 hours
B727-200 First Officer and Flight Engineer:	1,587 hours
FAR Part 135 and General Aviation:	5,655 hours
Tailwheel:	~110 hours
Helicopter-Reciprocating:	169 hours
Flight Instruction given, General Aviation	1311 hours

**NO FAA VIOLATIONS**

### **CERTIFICATES AND RATINGS**

Airline Transport Pilot: Airplane Multiengine Land  
Type ratings: A-319/320/321, A-330, ERJ-170/190, B-757/767, B-737, G-V/350/450/550 and SA-227  
Commercial Privileges: ASMEI & ASES, Airplane/Helicopter Instrument, Glider  
Certified Flight Instructor: ASMEI, Helicopter, Instrument Airplane and Helicopter  
FAA Mechanic Airframe & Powerplant  
Flight Engineer-Turbojet powered

## **BUSINESS OWNER**

Mid-Carolina Aviation, Inc.  
Flight School  
3670 Airport Loop Road  
Salisbury, NC. 28147-8921

January 2018 to Present

Race City Auto Parts, LLC  
DBA Carquest Auto Parts  
Kannapolis, NC

July 2009 to August 2011

## **EDUCATION**

Embry-Riddle Aeronautical University  
Daytona Beach, FL  
September 1976 to August 1979

BS Aeronautical Science  
Flight Management- minor

Keith Country Day School  
Rockford, IL

High School Diploma  
August 1971 to 1975

## **ADDENDUM**

Helicopteres Guimbal Cabri G2 Maintenance School  
Diamond DA-20/DA-40/DA-42 Maintenance Schools  
Robinson Helicopter R-22/R-44/R-66 Maintenance School  
Robinson Helicopter Safety Course  
Current US Passport

20 May 2015  
25 October 2013  
22 February 2013  
29 June 2006  
Expires: 08 June 2020

## **EDUCATIONAL GOALS**

Attend the Lycoming Piston Engine Service School and Disassembly/Assembly Course  
Attend the Rolls Royce RR300 Engine maintenance course

## **ATTACHMENTS** (as requested)

Passport  
FAA 1<sup>st</sup> Class Medical  
Airline Transport Certificate  
Flight Instructor Certificates. CFI-A, CFI-IA, CFI-ME, CFI-H, CFI-IH  
Mechanic Airframe and Power-plant Certificate  
Flight Engineer – Turbojet Certificate  
Robinson Pilot Safety Course Certificate  
Robinson Factory Maintenance Training Course Certificate  
Diamond DA20/DA-40 Maintenance Training Course Certificate  
Diamond DA42NG/VI & Austro Engine AE-300 Maintenance Training Course Certificate  
Helicopteres Guimbal Cabri G2 Maintenance Certificate

## **REFERENCES**

Jeff Moore, Director of Flight-CLT, American Airlines, Inc.  
Domingo Alfaro, Chief Pilot-MIA, American Airlines, Inc.  
Roger Mason, FAA Air Carrier Inspector-MCO  
David Frasier, FAA National Simulator Team-DFW



# Mr Stephen Graham Johnson

Rowan County | Generated 4/18/2022 @ 8:31 am by OnBoard2 - Powered by ClerkBase

## Status

	Name	Board	Vacancies	Status
	Mr Stephen Graham Johnson	Airport Advisory Board	1	Pending
Application Date	4/14/2022			
Expiration Date	4/14/2024			
Board Member	Stephen Graham Johnson			
Status	Validated			

## Basic Information

### Name

Mr Stephen Graham Johnson

### Business/Civic Experience and ...

I currently run multiple companies here in Rowan county and am an active member in the Salisbury community. I am at the airport probably more than anyone else. I would love to be able to help the airport grow and continue to represent my home town of Salisbury.

### Have you ever been convicted o...

No

### County of Residence

Rowan

## Contact Information

### Address

610 Spence Dr  
Salisbury, NC 28144

### Resident

Yes

### Ward/District

### Phone

7049048125

### Email

thepilotstephen@gmail.com

## Occupation

### Employer

AeroTec Aviation

### Occupation

Pilot

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

## Gender

What is your gender?

Male

# Mr Eugene Morrison Adkins III

Rowan County | Generated 5/9/2022 @ 10:34 am by OnBoard2 - Powered by ClerkBase

## Status

	Name	Board	Vacancies	Status
	Mr Eugene Morrison Adkins III			
Application Date	5/6/2022	Town of Cleveland Zoning and Planning - ETJ	1	BoC Meeting
Expiration Date	5/6/2024			
Board Member	Eugene M. Adkins			
Status	Validated			

## Basic Information

### Name

Mr Eugene Morrison Adkins III

### Business/Civic Experience and why you feel you are qualified for this appointment:

10 years+/- zoning /planning experience ( NC School of Government training)

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

### Request for Waiver of Term Limits

Yes

## Contact Information

### Address

1130 Third Creek Church Road  
PO Box 105  
Cleveland, NC 27013

### Resident

Yes

### Ward/District

### Phone

704-402-8764

### Email

chipadkins.ca@gmail.com

## Occupation

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

## Gender

What is your gender?

Male

# Town of Cleveland

302 East Main Street  
Cleveland, NC 27013  
(704)278-4777

Rowan County  
MAY 12 2022  
Commissioners

May 2, 2022

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

RE: Zoning Appointment – Eugene Adkins

This letter is in support of the reappointment of Mr. Eugene Adkins to the Cleveland Zoning Board of Adjustment and the Cleveland Planning Board. Mr. Adkins has represented the ETJ zoning districts on these boards since January 2015. He takes his responsibility seriously and has done an excellent job of upholding and making decisions concerning the Town's Zoning Ordinance.

Mrs. Barger has brought to the Town's attention that the County has a resolution that limits applicants to two consecutive terms. The Town has sent members of our zoning boards to training that has enhanced their knowledge and ability to serve our zoning needs. The County's resolution would put a burden on the Town as the average person would have a lengthy learning curve to understand their responsibility and zoning laws. Please consider providing an exception to the term limit for zoning boards.

Sincerely,



Patrick Phifer  
Mayor

# Desiree Dunston

Rowan County | Generated 5/10/2022 @ 2:39 pm by OnBoard2 - Powered by ClerkBase

## Status

**Name** Desiree Dunston  
**Application Date** 5/10/2022  
**Expiration Date** 5/10/2024  
**Board Member** Desiree Dunston  
**Status** Validated

## Board

Centralina Workforce Development Board

## Vacancies

0

## Status

Pending

## Basic Information

### Name

Desiree Dunston

### Business/Civic Experience and why you feel you are qualified for this appointment:

I am currently on several community boards including the Community Care Clinic, United Way and the American College of Healthcare Executives Board. Each one of these boards have the same purpose which is to enhance the health and wellness of the communities we serve. These board appointments have given me exposure to many community partners who care about the communities we serve and we are partnering together to provide a healthy workforce and pipeline to give residents hope of creating a great future for themselves and their families. I feel I am qualified because of my industry experience and the workforce pipeline opportunities Novant Health Rowan Medical Center is providing for Rowan County high school students and our CNA to Nursing program where we pay for students to earn a degree and get paid while they're in school.

### Have you ever been convicted of a felony?

No

### County of Residence

Davidson

## Contact Information

### Address

188 Laurel Ridge Lane  
Lexington, NC 27295

### Resident

Yes

### Ward/District

### Phone

919-805-0941

### Email

ddunston@novanthealth.org

## Occupation

### Employer

Novant Health Rowan Medical Center

### Occupation

Sr. Director of Professional and Support Services

## Other Questions

### Question #4

#### Are you a Rowan County Government employee?

No

## Gender

### What is your gender?

Female

# Mr John Michael Beaver

Rowan County | Generated 5/31/2022 @ 2:09 pm by OnBoard2 - Powered by ClerkBase

## Status

<b>Name</b>	Mr John Michael Beaver
<b>Application Date</b>	5/31/2022
<b>Expiration Date</b>	5/31/2024
<b>Board Member</b>	John Michael Beaver
<b>Status</b>	<span>Validated</span>

Board	Vacancies	Status
Centralina Workforce Development Board	0	<span>BoC Meeting</span>

## Basic Information

### Name

Mr John Michael Beaver

### Business/Civic Experience and why you feel you are qualified for this appointment:

I have been on the Rowan County Workforce Development committee since its inception in early 2000

Also have been on the Centralina Workforce Development board for many years and have just been appointed to the NexGen council

### Have you ever been convicted of a felony?

No

### County of Residence

Mecklenburg

## Contact Information

### Address

12107 Brooklyn Ave  
Charlotte, NC 28204

### Resident

Yes

### Ward/District

### Phone

7046474508

### Email

BBHVAC@AOL.COM

## Occupation

### Employer

Beaver Brothers Inc

### Occupation

President Mechanical contracting firm

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

## Gender

What is your gender?

Male



# Mrs. Amy A. Brown

Rowan County | Generated 5/31/2022 @ 8:55 am by OnBoard2 - Powered by ClerkBase

## Status

**Name** Mrs. Amy A. Brown  
**Application Date** 5/27/2022  
**Expiration Date** 5/27/2024  
**Board Member** Amy A. Archer Brown  
**Status** Validated

Board	Vacancies	Status
Salisbury-Rowan Community Action Agency, Inc.	0	<span>Pending</span>

## Basic Information

### Name

Mrs. Amy A. Brown

### Business/Civic Experience and why you feel you are qualified for this appointment:

I have been the Executive Director of Smart Start Rowan for over 8 years, and I have worked very closely with the Salisbury Rowan Community Action Agency, as well as many other health and human services agencies in Rowan County. I have already served one term on the SRCAA Board of Directors.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

1329 Jake Alexander Boulevard South  
Salisbury, NC 28146

### Resident

Yes

### Ward/District

### Phone

7042391351

### Email

abrown@smartstartrowan.org

## Occupation

### Employer

Smart Start Rowan, Inc.

### Occupation

Executive Director

## Other Questions

### Question #4

#### Are you a Rowan County Government employee?

No

## Gender

### What is your gender?

Female

# Katharyn Lu Gamewell

Rowan County | Generated 5/2/2022 @ 9:33 am by OnBoard2 - Powered by ClerkBase

## Status

	Name	Board	Vacancies	Status
Application Date	Katharyn Lu Gamewell	Town of Faith Planning - ETJ	0	Pending
Expiration Date	4/29/2022			
Board Member	4/29/2024			
Status	Katharyn "Lu" Gamewell			Validated

## Basic Information

### Name

Katharyn Lu Gamewell

### Business/Civic Experience and ...

I have been on the planning board for about 10 years.

### Have you ever been convicted o...

No

### County of Residence

Rowan

## Contact Information

### Address

2815 Artz Rd  
Salisbury, NC 28146

### Resident

Yes

### Ward/District

### Phone

7042797407

### Cell Phone

7046400633

### Email

lgamewell@windstream.net

## Occupation

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

## Gender

What is your gender?

Female

# Ms. Jennifer Diana Lee

Rowan County | Generated 5/16/2022 @ 2:50 pm by OnBoard2 - Powered by ClerkBase

## Status

Name	Ms. Jennifer Diana Lee	Board	Juvenile Crime Prevention Council	Vacancies	5	Status	Pending
Application Date	5/16/2022						
Expiration Date	5/16/2024						
Board Member	Jenny Lee						
Status	Validated						

## Basic Information

### Name

Ms. Jennifer Diana Lee

### Business/Civic Experience and why you feel you are qualified for this appointment:

I currently serve on JCPC and wish to remain a resource to the Council. Other boards/committees consist of: FEMA for Rowan County (Board President), Healthy Rowan and I am an active member of Salisbury Rotary Club. Our United Way provides grants to local organizations that directly impact mental health, substance use, healthy lifestyle behaviors and basic needs. Continuing to serve on the Council is mutually beneficially for JCPC and United Way.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

### Request for Waiver of Term Limits

NA

## Contact Information

### Address

131 W. Innes Street  
Suite 201  
Salisbury, NC 28144

### Resident

Yes

### Ward/District

### Phone

7046331802

### Cell Phone

7047620462

### Email

jlee@rcunitedway.org

## Occupation

### Employer

Rowan County United Way

### Occupation

Executive Director

## Other Questions

### Question #4

#### Are you a Rowan County Government employee?

No

## Gender

#### What is your gender?

Female

# Sarah L Schaller

Rowan County | Generated 5/20/2022 @ 4:10 pm by OnBoard2 - Powered by ClerkBase

## Status

<b>Name</b>	Sarah L Schaller
<b>Application Date</b>	5/20/2022
<b>Expiration Date</b>	5/20/2024
<b>Board Member</b>	Sarah Schaller
<b>Status</b>	Validated

Board	Vacancies	Status
Juvenile Crime Prevention Council	5	Pending

## Basic Information

### Name

Sarah L Schaller

### Business/Civic Experience and why you feel you are qualified for this appointment:

Currently mental health representative for Rowan JCPC.  
Assigned Vaya Health System of Care Coordinator for Rowan County.

### Have you ever been convicted of a felony?

No

### County of Residence

Forsyth

## Contact Information

### Address

943 Watson Ave.  
Winston-Salem, NC 94530

### Resident

Yes

### Ward/District

Forsyth

### Phone

82822527856390

### Email

sarah.schaller@vayahealth.com

## Occupation

### Employer

Vaya Health

### Occupation

System of Care Coordinator

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

# Haylee Gardner Shuping

Rowan County | Generated 5/18/2022 @ 8:14 am by OnBoard2 - Powered by ClerkBase

## Status

<b>Name</b>	Haylee Gardner Shuping
<b>Application Date</b>	5/17/2022
<b>Expiration Date</b>	5/17/2024
<b>Board Member</b>	Haylee Gardner Shuping
<b>Status</b>	<span>Validated</span>

Board (Rank)	Vacancies	Status
Juvenile Crime Prevention Council (1)	5	<span>Pending</span>
Rowan-Cabarrus Community College Board of Trustees (2)	0	<span>Pending</span>

## Basic Information

### Name

Haylee Gardner Shuping

### Business/Civic Experience and why you feel you are qualified for this appointment:

Owner of start-up company Liberty & Co. Apparel and Tactical LLC that offers women's concealed carry wear to promote gun safety and self reliance while also showing support for first responders and military members. I am currently a graduate student obtaining a Masters of Business Administration with a focus in Strategies and Leadership from Wake Forest University. I attended the University of North Carolina at Pembroke graduating cum laude with a B.A. in Political Science with a focus in Pre-Law and a minor in Criminal Justice. I was involved in many student organizations throughout college, volunteering my time assisting my peers and my community.

I am the widow of Concord Police Officer Jason Shuping, and have since created the Officer Jason Shuping Memorial Public Safety Scholarship at Rowan-Cabarrus Community College to help make the Basic Law Enforcement Training Program more financially accessible for students and also promote a new network of law enforcement talent in Rowan-Cabarrus counties. I have also lobbied congressionally and worked with law makers to create new laws that improve police-community relations and punish those that intentionally harm, assault or fatally injure law enforcement officers at all levels.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

267 Carrington Lane  
Salisbury, NC 28146

### Resident

Yes

### Ward/District

### Phone

7042234003

### Email

hayleeshuping@gmail.com

## Occupation

### Employer

Graduate Student & Self- Employer

### Occupation

Business Owner

## Other Questions

### Question #4

#### Are you a Rowan County Government employee?

No

## Gender

### What is your gender?

Female



# Carol Ann Houpe

Rowan County | Generated 5/31/2022 @ 9:52 am by OnBoard2 - Powered by ClerkBase

## Status

**Name** Carol Ann Houpe  
**Application Date** 5/31/2022  
**Expiration Date** 5/31/2024  
**Board Member** Carol Houpe  
**Status** Validated

## Board

Juvenile Crime Prevention Council

## Vacancies

5

## Status

Pending

## Basic Information

### Name

Carol Ann Houpe

### Business/Civic Experience and why you feel you are qualified for this appointment:

Over 25 years of experience working with children, youth, and families to address community issues. I have worked in public health, public education and human services; including health education, behavioral health, and crisis event administration. I have been employed by the following organizations in Rowan County: Health Department, Adolescent & Family Enrichment Council and Rowan-Salisbury School System (current).

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

### Request for Waiver of Term Limits

Yes

## Contact Information

### Address

240 Castle Keep Road  
Salisbury, NC 28146

### Resident

Yes

### Ward/District

### Phone

704-202-1008

### Email

houpecs@rss.k12.nc.us

## Occupation

### Employer

Rowan-Salisbury School System

### Occupation

ADMINISTRATOR OF STUDENT &  
FAMILY HEALTH

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

## Gender

What is your gender?

Female

# Mrs. Carla Johnston

Rowan County | Generated 5/18/2022 @ 8:19 am by OnBoard2 - Powered by ClerkBase

## Status

		Board	Vacancies	Status
Name	Mrs. Carla Johnston			
Application Date	5/17/2022	Juvenile Crime Prevention Council	5	Pending
Expiration Date	5/17/2024			
Board Member	Carla Johnston			
Status	Validated			

## Basic Information

### Name

Mrs. Carla Johnston

### Business/Civic Experience and why you feel you are qualified for this appointment:

I am employed by the department of Social Services and have a wealth of experience working with youth involved in the Juvenile Justice System, Mental Health realm and Foster Care System. I have partnered with various mental health agencies, service providers, court and legal representatives in order to assist youth faced with challenging behaviors. I believe my many social work skills can be beneficial in transforming and positively impacting the lives of Rowan County youth.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

285 Bonanza Drive  
Salisbury, NC 28144

### Resident

Yes

### Ward/District

### Phone

7046808454

### Email

johnston.carla84@gmail.com

## Occupation

### Employer

Rowan County Department of  
Social Services

### Occupation

Social Work Supervisor

## Other Questions

### Question #4

#### Are you a Rowan County Government employee?

Yes

## Gender

### What is your gender?

Female

# Rowan-Cabarrus

COMMUNITY COLLEGE



Rowan County  
MAY - 9 2022  
Commissioners

May 4, 2022

The Honorable Greg Edds, Chair  
Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144

Dear Commission Chair Edds:

On behalf of the Rowan-Cabarrus Community College Board of Trustees, we respectfully request your consideration in appointing Ms. Elizabeth Cook to the Rowan-Cabarrus Community College Board of Trustees for a term of four years, effective July 1, 2022 and ending June 30, 2026 to replace trustee Dr. Lynn Marsh. Dr. Marsh was appointed by the Rowan County Board of Commissioners in 2018 to serve a four-year term through 2022, and she does not wish to seek reappointment due to her commitment to serve on the Rowan-Salisbury School System Board of Education.

Ms. Cook is an outstanding community leader and is willing to be appointed to the Board for a four-year term to expire on June 30, 2026. As shown on the attached resume, Ms. Cook served as the editor of the Salisbury Post beginning in 1993 until her retirement in 2018. Additionally, she served as president of the N.C. Press Association from 1999-2000 and was the recipient of the Salisbury Civitan Club's Citizen of the Year Award in 2014. Ms. Cook serves on various local organizations including the Salisbury Rotary Club, Rowan Public Library Foundation Board and is also a former member of the UNC General Alumni Association Board of Directors.

As College President and Secretary to the Board of Trustees, I enthusiastically support Ms. Elizabeth Cook and respectfully request that she be appointed to the Board of Rowan-Cabarrus Community College for a four-year term effective July 1, 2022 and ending June 30, 2026. We appreciate our continued partnership with the Rowan County Board of Commissioners, and we look forward to hearing from you regarding the appointment of Elizabeth Cook to the Rowan-Cabarrus Community College Board of Trustees.

Sincerely,

Carol S. Spalding, Ed.D.  
President & Secretary to the Board

Attachment

Pc: County Manager Aaron Church  
Clerk to the Board Carolyn Barger

# Elizabeth Graves Cook

Rowan County | Generated 5/2/2022 @ 1:10 pm by OnBoard2 - Powered by ClerkBase

## Status

Name	Elizabeth Graves Cook	Board	Rowan-Cabarrus Community College Board of Trustees	Vacancies	0	Status	Pending
Application Date	4/26/2022						
Expiration Date	4/26/2024						
Status	Received						

## Basic Information

**Name**  
Elizabeth Graves Cook

**Business/Civic Experience and ...**  
My experiences as a parent, citizen and journalist have convinced me education is the best way to improve quality of life for individuals, families and the community as a whole. As editor of the Salisbury Post, for 25 years, I followed local educational and economic issues closely and saw how interwoven these important strands are in the tapestry that is Rowan County.

**Have you ever been convicted o...**  
No

**County of Residence**  
Rowan

## Contact Information

**Address**  
112 Waverly Circle  
Salisbury, NC 28144

**Resident**  
Yes

**Ward/District**

**Phone**  
704-633-5071

**Cell Phone**  
704-239-0011

**Email**  
egravescook@yahoo.com

## Occupation

**Employer**  
retired from Salisbury Post

**Occupation**  
journalist

## Other Questions

### Question #4

**Are you a Rowan County Government employee?**  
No

## Gender

**What is your gender?**  
Female

# Michael Harrill

Rowan County | Generated 5/25/2022 @ 11:00 am by OnBoard2 - Powered by ClerkBase

## Status

	Name	Board	Vacancies	Status
Application Date	Michael Harrill	Board of Adjustment (Rowan County)	1	Pending
Expiration Date	5/25/2022			
Board Member	5/25/2024			
Status	Michael Harrill			
	Validated			

## Basic Information

### Name

Michael Harrill

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

130 Dockside Dr  
Salisbury, NC 28146

### Resident

Yes

### Ward/District

### Phone

7047662000

### Email

mike.harrill@gmail.com

## Occupation

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

## Gender

What is your gender?

Male



# Alan David King

Rowan County | Generated 3/16/2022 @ 8:33 am by OnBoard2 - Powered by ClerkBase

## Status

	Name	Board	Vacancies	Status
	Alan David King			
Application Date	3/15/2022	Social Services Board	0	Pending
Expiration Date	3/15/2024			
Board Member	Alan David King			
Status	Validated			

## Basic Information

**Name**  
Alan David King

**Business/Civic Experience and why you feel you are qualified for this appointment:**  
Worked with children my entire career.

**Have you ever been convicted of a felony?**  
No

**County of Residence**  
Rowan

## Contact Information

**Address**  
365 King Road  
Salisbury, NC 28146

**Resident**  
Yes

**Ward/District**  
Gold knob

**Phone**  
704 245 5379

**Cell Phone**  
704 245 5379

**Email**  
kingad55@windstream.net

## Occupation

**Employer**  
Retired

**Occupation**  
Administration Rowan Salisbury Schools

## Other Questions

### Question #4

Are you a Rowan County Government employee?

- No

## Gender

What is your gender?

- Male

## Additional Information

**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:** May 31, 2022  
**SUBJECT:** To Consider Approval of Closed Session Minutes

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The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on May 2, 2022.

**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:** 5/23/2022  
**SUBJECT:** For Attorney-Client Privileged Communication

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The Board is requested to enter Closed Session in accordance with North Carolina General Statute 143-318.11(a)(3) for attorney-client privileged communication regarding airport leases.