



## **ROWAN COUNTY COMMISSION AGENDA**

**September 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 August 1, 2022 and August 15, 2022 Minutes

**1 Consider Approval of Consent Agenda**

- A. Martin Starnes Audit Contract
- B. 2022 TRACK Trail MOU
- C. Sole-Source Library Corp

- D. Sole-Source agreement with ESI Acquisition, Inc
- E. Sole-Source Agreement with ESRI
- F. Sole-Source Agreement with Service Commander Software, Inc
- G. Accept Offer and Authorize Sale of Lot #5 in Summit Business Park
- H. RCPH - Request to Apply for Grant Proposal
- I. Satisfaction of Prior Deed of Trust (HOME Grant Program)
- J. Accept Donation Of Vehicle To Be Used As Airport Crew Car
- K. Airport Crew Car Indemnity and Use Form
- L. QBS Exemption for S&ME Agreement
- M. 4H Grant for Butterfly Program
- N. ZTA 03-22: Schedule Public Hearing for September 19, 2022
- O. Z 07-22: Schedule Public Hearing for September 19, 2022
- P. ROCOC Request to Submit Grant Application to Rowan Community Foundation
- Q. Z 08-22: Schedule Public Hearing for September 19, 2022
- R. Hangar 29 Lease - Charter Jet Transport
- S. Sheriff's Retirement
- T. Request to Investigate Fire District Changes
- U. City of Salisbury Agreement for Radio Fees
- V. Rowan Probation and Parole No Cost Lease Agreement
- W. Sole-Source Avineon
- X. Award Ellis Park Tennis Court Reconstruction
- Y. RPL Request to Submit FY22-23 Application for State Aid (Recurring)
- Z. Approval to Accept Bright Ideas Funding (RPL)
- AA. Grant Agreement - Non-state, Non-recurring Aid to Public Libraries
- AB. Federal Engineering
- AC. Appropriation to the Town of Spencer
- AD. Fixed Income Professional Certificate Training

## 2 Special Recognition

- A. Proclamation for Patriot Day and National Day of Remembrance
- B. Proclamation - First Responders Appreciation Day
- C. Proclamation For Constitution Week
- D. Proclamation Honoring the Coolest Thing Made in North Carolina

## 3 Public Comment Period

- 4 Public Hearing to Consider An Ordinance Approving a Temporary Lane Closure on US Hwy 29 for the Purpose of Facilitating a Special Event
- 5 Public Hearing: FY24 Transportation Grant Application Descriptions and Amounts
- 6 Airport Hangar Expansion Schematic Design and Office Layout



- 7 Vaya Health Update
- 8 Budget Amendments
- 9 Consider Approval of Board Appointments
- 10 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:** August 26, 2022  
**SUBJECT:** Consider Approval of August 1, 2022 and August 15, 2022 Minutes

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
August 1, 2022 Minutes	8/26/2022	Cover Memo
August 15, 2022 Minutes	8/29/2022	Cover Memo

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



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

## **Rowan County Board of Commissioners**

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

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

**August 1, 2022 – 3:00 PM**

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

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

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

Absent: Mike Caskey, Member

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

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

Chairman Edds added a request from the Finance Director for Carolina Siteworks Change Order #2 for the Roadway Project. The issue was added to the Consent Agenda as Item AB.

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

Chairman Edds stated the Board would delete item #6 from the agenda.

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

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

#### **CONSIDER APPROVAL OF THE MINUTES**

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the minutes of the July 18, 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. Proclamation - Civitan Club of Salisbury Centennial Month
- B. Road Abandonment Resolution for Gym and School Streets in Woodleaf Community
- C. Request for Approval to Apply for FY22 Local Justice Assistance
- D. Request to Pursue Funding from Operation Underground Railroad (O.U.R.)
- E. Schedule Public Hearing for Z 06-22: David Tucker, for August 15, 2022
- F. Grant Agreement - SLNC Bright Ideas
- G. Airport Funding: Parallel Taxiway Rehabilitation
- H. Sole-Source Teleflex
- I. RSS Contract for School Nursing
- J. Wellpath Contract
- K. COVID-19 School Health Team
- L. Sole-Source Auvik Networks, Inc.
- M. Sole-Source 120 Water
- N. Sole-Source Idemia
- O. Sole-Source MCCi
- P. Request to Apply: First United Church of Christ Foundation
- Q. Sole-Source Information, Inc.
- R. Sole-Source Tyler Technologies
- S. Sole-Source Central Square
- T. Sole-Source CivicPlus Inc
- U. Sole-Source Faronics Technologies
- V. Position Change Requests Submitted by Public Health Director
- W. Sole-Source Lexis Nexis
- X. Termination of State of Emergency
- Y. West End Plaza Sign for Veterans Social Center
- Z. Property Sale
- AA. Contract With Environmental Engineering Firm
- AB. Carolina Siteworks Change Order #2 for the Roadway Project (addition to the Consent Agenda – attachments below)

Carolina Siteworks, Inc is recommending a change order for the Roadway Project. The contractor has recommended that the concrete reinforced pipe at station 20+30 be extended to reduce the depth and length of the rip rap ditch in that area. This will make maintenance much simpler for the County; however, it is not a necessity to the project. Facilities Director and McGill both recommend this change to avoid future issues. This will increase the project by \$1,600 bringing the total cost for Carolina Siteworks to \$499,107.

Attached is Change Order 2 for the Roadway Project.

Change Order No.2

Date of Issuance: 7/21/2022		Effective Date: 7/21/2022
Project: Roadway Project	Owner: Rowan County	Owner's Contract No.:
Contract: Roadway Project		Date of Contract: 3/08/2022
Contractor: Carolina Siteworks, Inc.		Engineer's Project No.: 18.01404

**The Contract Documents are modified as follows upon execution of this Change Order:**  
**Description:** The contractor has recommended that the concrete reinforced pipe at station 20+30 be extended to reduce the depth and length of the rip rap ditch in that area. This will make maintenance much simpler for the county; however, it is not a necessity to the project.  
**Attachments (list documents supporting change):**  
 Summary of change order items: Pricing summary from Carolina Siteworks dated July 19, 2022.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working <input checked="" type="checkbox"/> Calendar days
\$480,520.00	Substantial completion (days or date): 130 days
	Ready for final payment (days or date): 150 days
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1:	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1:
\$16,987.00	Substantial completion (days): 5
	Ready for final payment (days): 5
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$497,507.00	Substantial completion (days or date): 8/24/2022
	Ready for final payment (days or date): 9/13/2022
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$1,600.00	Substantial completion (days or date): 0
	Ready for final payment (days or date): 0
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$499,107.00	Substantial completion (days or date): 8/24/2022
	Ready for final payment (days or date): 9/13/2022
RECOMMENDED:	ACCEPTED:
Engineer: <i>[Signature]</i>	Owner:
Print: <i>Douglas Chapman</i>	Contractor: <i>[Signature]</i>
Date: 7-22-22	Print: <i>J.D. Shell</i>
Approved by Funding Agency (if applicable):	Date: 7-21-22
	Date:

EJCDC C-941 Change Order  
 Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.  
 Page 1 of 1

CAROLINA SITEWORKS, INC.  
 Post Office Box 280  
 China Grove, North Carolina 28023  
 Telephone: 704-855-7483  
 Fax: 704-855-9676  
 July 19, 2022

To: County of Rowan

Project: Rowan County Roadway  
 Salisbury, NC

REQUEST FOR CHANGE ORDER:

Add 16 LF of 15" RCP to the West end of the cross line at station 20+30.

ADD TO CONTRACT: \$1,600.00

NOTE: No allowances for extra work included.

Respectfully submitted,  
*[Signature]*  
 Darrell Shell  
 Carolina Siteworks, Inc.

Accepted as Contract:

Carolina Siteworks, Inc.

*[Signature]*  
 7-21-22

## **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 & SUMMARY PRESENTATION - EDC 'PROJECT FINISHING'**

Scott Shelton, Vice-President of the Economic Development Commission, provided a power point as he presented the information regarding Project Finishing (Project). Mr. Shelton said the company behind the request was a manufacturer based in the northeastern United States and had been in business for decades.

The company was evaluating potential sites and buildings in the southeastern United States to relocate the business in order to be closer to its suppliers. The company was considering a vacant facility in the County. If the community were chosen, the company would create 29 new jobs over the next three (3) years. The company would invest approximately \$6.85 million into the property through building renovations and installation of major equipment. The majority of the improvements would be completed by the end of 2023.

The company was requesting a Level I Grant under the County's adopted Investment Grant Program. Mr. Shelton noted other potential assistance for the company was to pursue a Building Reuse Grant through the State of North Carolina. The grant would help the company with needed electrical, HVAC and roof improvements.

Salisbury City Council was scheduled to hold a public hearing on August 16, 2022 to consider the submittal of a Building Reuse Grant application to the State on the company's behalf. City Council would also consider its own Level I Grant for the Project.

Mr. Shelton highlighted a projected 10-year model of revenue if the County was chosen. The company's plans were to complete the majority of renovations to the building and new equipment installation by the end of 2022. Additional equipment installations would occur through 2026. During the five incentivized years, the County would collect \$166,676 in revenue and provide incentive grants totaling \$125,007. The County would retain \$41,669 of revenue during the incentive term. Modeled with a 10-year horizon, the County would stand to collect an estimated \$328,674, disburse a \$125,007 grant and retain an estimated \$203,667 of new revenue.

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

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the incentive request as presented for Project Finishing passed unanimously (4-0).

#### **4. SNIA 04-22: FINNEY BUILDERS**

Planner Aaron Poplin provided a power point as he presented the staff report for Special Non-Residential Intensity Allocation (SNIA) 04-22. Mr. Poplin said Finney Builders had requested to construct an addition to the race shop at 9275 W NC 152 Highway. The race shop originally existed as a home occupation built in 2001. In 2018 it was rezoned from RA to CBI with Z 05-18. During the rezoning process it was brought up that operational area was already over the 12% built-upon area allowed in the Coddle Creek Watershed. This being the case, it was outlined in the report that any expansion of operational area would require an SNIA permit. The property was sold in 2020 and while the use remains the same, the new owners are looking to expand.

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

Chairman Edds opened the floor to receive citizen input and no one came forward to speak regarding the request

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve SNIA 04-22 carried unanimously (4-0).

#### **5. UPDATE ON DEVELOPMENT REVIEW PROCESS**

Randy Cress, Assistant County Manager/CIO talked about expansions and online updates that had taken place in the development review process. The County was using an "interim" process but several of the changes included accepting online permits and plans, as well as accepting online credit cards for the Building Inspections and Planning and Development Departments.

According to Mr. Cress, the review and electronic plans process was still on hold with the vendor; the vendor had no implementation date or project manager, as of yet. Mr. Cress said he had asked the vendor to attend the Commissioners Meeting and had also advised the vendor the County wanted the first available opening. Mr. Cress stated the County had the hardware but was waiting on the software at this point. Mr. Cress said the County could withhold payments to the vendor until services were delivered.

Mr. Cress noted the County's new website would be kicked off this year and the updated development process would be tied into the new website. Commissioner Klusman responded that she would like to see the County consider a different vendor for the website. Commissioner Klusman suggested including input from people in the community for ideas with the website's new design development.

Mr. Cress noted over the next 90-120 days, staff would be working with Environmental Health in "test mode" in the development review process. A "soft rollout" was

anticipated for the department in November or December. Mr. Cress mentioned that Environmental Health had a lot of file cabinets containing site construction documents. Staff planned to work with Environmental Health to get those documents scanned into the system to eliminate the file cabinets.

It was anticipated online service/updates for Fire Inspections would follow Environmental Health. Mr. Cress reported there had been no fees for Fire Inspections in the past; however, he had included a fee schedule comparable to other counties in the current budget. Fire Inspections would begin collecting the fees in January 2023.

Mr. Cress talked about the changes to fee schedules approved by the Commissioners on July 1, 2022. Mr. Cress said the General Assembly passed a new session law related to how certain fees are used for administration. Mr. Cress said he would work with the Finance Director to ensure compliance with the session law.

In closing, Mr. Cress said there had been an increase in personal applications for both the permitting and zoning offices. Mr. Cress encouraged the public to work with staff as the rules and regulations were new to everyone.

Chairman Edds thanked Mr. Cress for the update.

#### **6. AUTHORIZE STUDY FOR EARLY RETIREMENT INCENTIVE**

*Note: This item was deleted from the agenda.*

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

Finance Director Anna Bumgarner presented the following budget amendments for the Board's consideration:

- Finance - Appropriate fund balance and expenditures for fiscal year 2022  
General Fund encumbrances. \$592,200
- Finance - Appropriate fund balance and expenditures for fiscal year 2022  
General Fund encumbrances. \$33,028
- Finance – Revenue and expenses for ARPA funds for FY '22 to FY '23. \$11,565
- Finance – Appropriate fund balance and expenditures for fiscal year 2022.  
\$6,400
- Finance – Budget FY '20 Homeland Security Grant awarded to Rowan County  
for the purchase of awarded to Rowan County for the purchase of a prime mover.  
The award was approved by the Commissioners on October 19, 2020. \$60,000
- Health Department – Budget for salary and fringes for the Temp Public Health  
Education Specialist using funding from AA466 Advancing Equity. \$65,980
- Health Department – Increase revenue and expenses to match awarded funding  
per AA415 Breastfeeding Peer Counselor Program. \$1,001
- Health Department – Align budget with awarded funding per AA546  
Communicable Disease Pandemic Recovery. \$421,326



- Social Services – Budget revenue and expense for a one-time LINKS clothing allowance to eligible foster care youth. No county funds are required. \$19,500
- Rowan Transit – Increase budget for newly awarded 5310-American Rescue Plan Grant. \$166,449
- Health Department – Align budget with awarded funding through AA620 School Health Team Workforce. \$93,034

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

## **8. CONSIDER APPROVAL OF BOARD APPOINTMENTS**

### **AIRPORT ADVISORY BOARD**

Kirk Beatty submitted his resignation to the Airport Director on July 20, 2022. The Board was asked to accept Mr. Beatty's resignation for the record.

Commissioner Pierce moved to accept the resignation of Kirk Beatty. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

The seat vacated by Mr. Beatty was for a Pilot and the County received the following applications:

<b>APPLICANT</b>	<b>OCCUPATION</b>	<b>CURRENT EMPLOYER</b>
Stephen Graham Johnson	Pilot	AeroTec Aviation
James Javurek	Pilot	American Airlines
Garry Dale Perry	Pilot	Retail Business Services (Ahold Delhaize)
Jeffrey Alan Matthews	Co-Owner	Distinctive NatureScapes, Inc

The selected applicant would fill the remainder of Mr. Beatty's term, which expires June 30, 2023.

Chairman Edds moved the appointment of Stephen Johnson followed by a second from Commissioner Greene. The motion carried unanimously (4-0).

### **LOCKE VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS**

Lynn Aldridge applied to fill a vacant seat that will expire on July 31, 2024.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to appoint Lynn Aldridge carried unanimously (4-0).

## **9. CLOSED SESSION**

Chairman Edds moved the Board into Closed Session at 3:27 p.m. in accordance with North Carolina General Statute 143.318.11(a)(1) to consider approval of the minutes of the Closed Sessions held on June 6, 2022, June 20, 2022, and July 18, 2022; and in

accordance with North Carolina General Statute 143-318.11(a)(5) to consider real estate negotiations.

The Board returned to Open Session at 4:23 p.m. No action was taken.

#### **10. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 4:23 p.m. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

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



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

## **Rowan County Board of Commissioners**

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

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

**August 15, 2022 – 6:00 PM**

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

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

Present: Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey, Member  
Craig Pierce, Member (left meeting at 7:30 p.m.)  
Judy Klusman, Member

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

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

Chairman Edds added a request from the Finance Director for a sole-source purchase for Printelect. Chairman Edds added the issue to the Consent Agenda as item AK.

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

There were no deletions from the agenda.

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

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

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

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

The Consent Agenda consisted of the following:

- A. Mid-Carolina Regional Airport Inclement Weather Procedures

- B. Mid-Carolina Regional Airport Hangar Waitlist Procedures
- C. Resolution to Revoke Review Officer
- D. Resolution Appointing Review Officer - Tim Himes
- E. Acceptance of Grant Agreement for Rowan Transit Community Transportation Program
- F. Waiver Of West End Plaza Lessee Application Deposit
- G. Approve Library to Apply for 2022 Rowan Community Foundation Grant
- H. FY22-23 NBPSCF Capital Grant for KCS
- I. Sole-Source Stanley Convergent
- J. FY22 Equitable Sharing Agreement and Certification
- K. Revisions to Policy 9.21
- L. Request for Public Hearing FY24 Transit Grant Funding
- M. Request Approval to Sign Supporting Documents for Local Law Enforcement Block Grant
- N. Centralina Workforce Development Consortium
- O. Request Approval to Submit Amendment Proposal for Animal Services Grant Agreement
- P. Tax Refunds for Approval
- Q. Approve Acceptance of Water/Wastewater Appropriations from FY22 Budget Bill
- R. Schedule Public Hearing for September 6, 2022 to Consider An Ordinance Approving a Temporary Lane Closure on US Hwy 29 for the Purpose of Facilitating a Special Event
- S. NewPath Youth Services Contract for DSS
- T. Children's Home Society of NC, Inc Contract for DSS
- U. The Relatives, Inc. Contract for DSS
- V. Timber Ridge Treatment Center, Inc Contract for DSS
- W. Habilitation Center, Inc.
- X. Nazareth Child and Family Contract for DSS
- Y. Miracle House, Inc. Contract for DSS
- Z. Luca's Hope, LLC Contract for DSS
- AA. Just in Time Youth Services, Inc. Contract for DSS
- AB. Sole-Source CDP, Inc
- AC. Erosion Control Service Contract
- AD. Sole-Source for Cloud Navigators, LLC
- AE. Sole-Source for Microsoft Store
- AF. N.C. Forest Service Appropriation
- AG. Sole-Source Richland County Sheriff's Department
- AH. Accept Grant Funding for Division of Soil & Water for Hurricane Florence Watershed Restoration Project
- AI. Accept Grant Funding for Division of Soil & Water for Tropical Storm Eta Project
- AJ. Accept Grant Funding for Division of Soil & Water for StreamFlow Rehabilitation Program (StRAP)
- AK. Sole-Source Purchase for Printelect (addition to the Consent Agenda; see below)

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement 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

Board of Elections is required to print ballots and must select from approved printers. Printelect is an approved printer for ballots and has worked with the County and ES&S, our contracted software provider, for several years. Our agreement with the ES&S states that if we choose to use a non-ES&S Ballot Partner Printer, we are responsible for all cost associated with correcting any problems. For this reason, staff is asking to continue to use Printelect as an approved printer. For the last 2 general elections the cost of the ballot printing has ranged from \$25,000 to \$51,000 at this time this would be our best estimate for cost of this year's ballot printing. Ballots will begin being mailed on September 9, 2022.

Recommendation: Board of Commissioners to authorize the purchase of printed election ballots as a sole-source from Printelect for the FY23 budget year.

## **2. SPECIAL RECOGNITION**

### **RECOGNITION OF ROWAN LITTLE LEAGUE 8 & UNDER ALL STARS STATE CHAMPIONS**

Chairman Edds welcomed the Rowan Little League 8 & Under All Stars Team, the coaches and parents to the meeting. The coaches were asked to come forward and join the Commissioners in front of the dais. The coaches were Head Coach Jeff Bernhardt, and Assistant Coaches Ashley Poole, Hillary Nixon, and David Brown.

Chairman Edds highlighted the Team's statistics and shared how proud the Board and citizens of Rowan County were of the Team's achievements. Chairman Edds praised the younger girls for carrying on the tradition of the older girls who had won the Little League World Series twice in the past few years.

Commissioner Klusman read a Proclamation honoring the team and coaches. Following the reading, each player was called forward and presented with a copy of the Proclamation. Group photos were also taken of the Team with the Commissioners and a round of applause followed the recognition.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the Proclamation passed unanimously. The Proclamation read as follows:

WHEREAS, the Rowan Little League 8 & Under All Stars Team, under Head Coach Jeff Bernhardt, and Assistant Coaches Ashley Poole, Hillary Nixon, and David Brown is to be recognized and honored for their outstanding 2022 coach-pitch softball season; and

WHEREAS, by their dedication and commitment, this dynamic team consisting of players Carsyn Smith, Jaylee Nixon, Paisley Lanning, Kinsley Linton, Nellie Leonard, Lily Poole, Callie Barrier, Karsynn Karriker, Payton Brown, Emerson Raper, Analynn Kluttz, Rebecca Lombard, Rylee King and Sabrina Jackson, won the North Carolina District 2 Tournament on June 27, 2022, and progressed to win the North Carolina State Tournament played at Salisbury Community Park on July 16, 2022; and WHEREAS, the excellent performance and enthusiasm of these Rowan County young ladies, along with their coaching staff, have proven to be a source of admiration and inspiration to other youth.

NOW, THEREFORE BE IT PROCLAIMED, that the Rowan County Board of Commissioners does hereby honor the Rowan Little League 8 and Under All Stars and Coaching Staff for their achievements as they represented Rowan County.

### **3. PUBLIC COMMENT PERIOD**

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

- Michael Chapman, of Salisbury, shared concerns pertaining to the Rowan-Salisbury Board of Education (BOE) and what he felt was a lack of transparency and accountability.
- Ronnie Smith, of Salisbury, talked about the Town of Spencer's plans to move forward with the Yadkin River Park. Mr. Smith also sought support from the Commissioners in the effort to have a United States flag displayed at the Bell Tower Green.
- Barry Thomas, of China Grove, spoke against the Town of China Grove's attempts to annex property outside of its extraterritorial jurisdiction.
- Kay Eugene Overcash also spoke against the Town of China Grove's attempts to annex property outside of its extraterritorial jurisdiction.

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

### **4. PUBLIC HEARING FOR Z 06-22: DAVID TUCKER**

Assistant Planning Director Shane Stewart provided a power point as he presented the request for Z 06-22. According to Rowan County Tax Assessor records, the existing structure located at 4725 Long Ferry Road Salisbury (Parcel 606-051) was built in 1985 and used as a convenience store until converted to office space in 2001. Planning Staff was not aware of the conversion, which likely was an interior upfit for the Rural Agricultural (RA) zoned property. In 2011, the Board of Commissioners approved a rezoning request from RA to Commercial, Business, Industrial with an accompanying Conditional District (CBI-CD) for a funeral home, which the applicant chose not to develop. In 2016, the Board of Commissioners approved a request from current property owner David Tucker to amend the CBI-CD zoning district to permit a grading and hauling business with up to five (5) trucks.

On behalf of Mr. Tucker, the Bogle Firm requested an amendment to the existing CBI-CD designation to accommodate a revision to their site plan to include a 2,240 square foot addition for an existing heavy construction contractor business.

According to the site plan provided, site details included:

- Location will be used as an office for accounting and estimating for a heavy construction land development and grading contractor.
- All company trucks / vehicles, heavy equipment, and material storage will be stored offsite.
- 2,240 sf office addition with handicap parking and building access accommodations.
- Minor improvement to SE parking area for a total of 17 spaces.

- Leyland Cypress tree buffer installed along the rear property line (either was not installed in 2016, or, died).

Mr. Stewart highlighted the information contained in the staff report with regards to conformity with adopted plans/policies, consistency with the districts purpose/intent, compatibility of uses, conditions in the vicinity, potential impact on roads, schools and utilities.

With regards to the decision-making process and in addition to the material reviewed thus far, Mr. Stewart stated the Zoning Ordinance indicated the primary question before the Board was “whether the proposed change advances the public health, safety, or welfare, as well as the intent and spirit of the ordinance.” Additionally, the Board “shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.” The Commissioners must develop a statement of consistency/reasonableness describing whether its actions were consistent with any adopted comprehensive plans and indicate why their action was reasonable and in the public interest.

According to Mr. Stewart, no one other than the applicant spoke at the Planning Board meeting, which was held on July 25, 2022. The Planning Board voted unanimously (5-0) to recommend approval, as requested, with no conditions subject to the below statement:

“Z 06-22 is consistent with the East Area Land Use Plan and reasonable and appropriate based on the following: compatible with the surrounding area; the conversion from an office with onsite storage of heavy equipment for hauling and grading to just a larger office space will be a benefit to the neighbors because the removal of the heavy equipment and debris will clean up the site; it is an expansion of a current business and is better overall utilization of the property.”

Mr. Stewart reported letters were mailed to five (5) adjacent property owners within 100’ of subject property on August 2, 2022. Signs were posted on the property the same date. Notice of the public hearing was published in the Salisbury Post on August 4, 2022 and again on August 11, 2022.

Staff’s primary concern was the use of the buffer area for material storage and lack of vegetation or fencing adjacent to residential uses. If approved, this will be verified at both the final building inspection and noted for a subsequent inspection thereafter. For added clarity, staff recommended adding a condition of approval to specify:

1. Per site plan, all heavy equipment and construction material will be parked and stored off-site.

Chairman Edds opened the public hearing to receive citizen input regarding Z 06-22. With no one coming forward, Chairman Edds closed the public hearing.



Chairman Edds moved to approve the following statement of consistency / reasonableness: "Z 06-22 is consistent with the East Area Land Use Plan and reasonable and appropriate based on the following: compatible with the surrounding area; the conversion from an office with onsite storage of heavy equipment for hauling and grading to just a larger office space will be a benefit to the neighbors because the removal of the heavy equipment and debris will clean up the site; it is an expansion of a current business and is better overall utilization of the property." The motion was followed by a second from Commissioner Pierce and passed unanimously.

Commissioner Pierce moved to approve Z 06-22 with the condition that per the site plan, all heavy equipment and construction material will be parked and stored off-site. The motion was seconded by Commissioner Klusman and carried unanimously.

#### **5. CONSIDER PE 04-22**

Assistant Planning Director Shane Stewart presented the staff report for PE 04-22. Mr. Stewart stated Mikey Wetzel requested a Permit to Exceed (PE) the noise ordinance "to have a live band play music on a pontoon boat with a floating platform near 'Goat Island' on High Rock Lake" on Sunday, August 21, 2022 between 2:00 pm and 5:00 pm and Sunday, August 28, 2022 between 2:00 pm and 5:00 pm. The August 28, 2022 date would only be used if weather prevented the event from taking place on August 21, 2022. Mr. Wetzel indicated the boat would be positioned off the western side of the island with speakers directed towards the island.

Mr. Stewart discussed the County's Noise Ordinance requirements and criteria for consideration when issuing or denying an application for a PE. Mr. Stewart noted Mr. Wetzel held a similar event in 2019. For this year, the applicant anticipated 500 attendees around the island, which was a common area of the lake where large numbers of people gathered on weekends. Most events associated with PE requests are associated with a nonprofit, or, contain a fundraising element for a specific cause.

According to emergency services staff, the area in question was accustomed to a significant gathering of boaters with 100-200 people on many weekends. Mr. Stewart said staff reached out to Rowan County Emergency Management, NC Wildlife, and the Sheriff's Department and none of the agencies expressed concern with the event or recalled issues with the last time the applicant hosted the event at this location. In addition to the above, staff requested the applicant contact Cube Hydro.

Mr. Stewart noted there were no violations from the previous event. Mr. Stewart said one (1) noise complaint had been received before the event; however, in fairness to Mr. Wetzel, the 911 call had not been related to his event.

Adjoining property owners surrounding the location were notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners. Mr. Stewart reported that notices were mailed on August 5, 2022 to owners of 113 parcels located along the shoreline nearest the event.



Assuming there were no complications with Cube Hydro, Mr. Stewart said the request met all standards for approval.

Commissioner Klusman asked if there had been conversations about participants picking up garbage during and after the event and Mr. Stewart responded no.

Chairman Edds asked if the applicant wished to provide any comments and Mr. Wetzel came forward.

- Mr. Wetzel said even though the event was in the middle of the lake, he was required to get a PE. Mr. Wetzel said he had obtained the support of law enforcement, Rowan Search and Rescue, and Millers Ferry Volunteer Fire Department. Mr. Wetzel said Eagle Creek was agreeable to the event as long as the North Carolina Wildlife supported the request. Mr. Wetzel stated the first time he hosted the event, the Commissioners had approved the PE on a trial basis. Mr. Wetzel said boats blare music on the lake on Sunday afternoons and he had planned the event from 2:00 to 5:00 pm to coincide with the daytime boaters. With regards to the trash issue, Mr. Wetzel explained that unfortunately there was already trash on Goat Island. Mr. Wetzel said he and friends had previously organized trash pickups in an effort to keep the lake clean. Mr. Wetzel said a lot of the trash in the area does not come from Goat Island and those who love the lake would do their part for the September clean-up event.

Commissioner Caskey asked if more boaters tend to show up the day of the event than they would on a normal Sunday afternoon. Mr. Wetzel said not many people were present for the 2:00 pm start time; however, by 5:00 pm there were approximately 200 boaters.

Commissioner Caskey inquired as to whether Mr. Wetzel felt there had been too many boats. Mr. Wetzel said the boats were anchored. Mr. Wetzel said there are always concerns of people getting drunk at events on the lake; however, he felt having the event on a Sunday afternoon from 2:00 pm to 5:00 pm helped with the concerns.

- Jim Shepherd said he owned most of the land around Goat Island. Mr. Shepherd said the last time the event was held, he experienced excessive garbage, human excrement, etc. on his property. Mr. Shepherd said there were so many boats that other boaters could not get through the area. Several other issues Mr. Shepherd mentioned included no insurance for the event/festival and funds from the event going to the band and not charity as promoted. Mr. Shepherd said the event was in his front yard and he elaborated on his opposition to the request. Mr. Shepherd felt there needed to be more of a police presence in the area.
- Janet Marsh Shepherd of 995 Ned Marsh Road, Salisbury, spoke in opposition to the request. Ms. Shepherd said her concerns were greater this year due to the lack of deputies and Wildlife Officers patrolling the area. Ms. Shepherd

expressed displeasure with the activities that occur at Goat Island. Ms. Shepherd asked for reassurance there would be a law enforcement presence for the event. Ms. Shepherd said while her property has no trespassing signs, the signs do not deter people from coming onto her land. Ms. Shepherd also asked if deputies could patrol after dark to cite those driving jet skis and boaters without lights.

- Terry Bergeron (uncertain about last name) said he moved two (2) years ago moved from Cornelius to High Rock Lake because he felt it was a family-oriented lake. Mr. Bergeron understood the Shepherds concerns, but said the lake was open to everyone. Mr. Bergeron said he had a band on his property (facing the lake) on July 4<sup>th</sup> and there had been no accidents and no law enforcement. Mr. Bergeron felt the Shepherds complaints stemmed from the constant weekend parties and he added that supervision by law enforcement, etc. would be beneficial to the lake community.

Commissioner Caskey said it seemed as though the Shepherds were having issues with Goat Island in general. Commissioner Caskey said he wished something could be done for the issues that had been expressed. Commissioner Caskey said if the applicant was going to host the event, he would rather it be held during the day as opposed to night.

Commissioner Greene said the Board required law enforcement presence for other events and if law enforcement would be present, it might stop some of the complaints.

Chairman Edds said the Sheriff had confirmed with NC Wildlife there would be three (3) officers on the Lake. Chairman Edds said he had attended the previous event and had felt safe. With regards to an insurance policy for the event, Chairman Edds said the County did not own the Lake and did not have the authority to require anyone to carry an insurance policy. Chairman Edds felt everyone had the right to enjoy the Lake and he did not feel three (3) hours was unreasonable for the event under consideration. Chairman Edds informed Mr. Wetzel it would be okay for him to anchor the event in front of Chairman Edds property next year.

Commissioner Greene called the question.

Chairman Edds moved, Commissioner Klusman seconded and the vote to approve PE 04-22 passed unanimously.

(Let the record show that Commissioner Pierce left the meeting at this point at 7:30 pm).

## **6. PRESENTATION BY ADW ARCHITECTS REGARDING AG CENTER AT WEST END PLAZA**

County Manager Aaron Church said ADW Architects (ADW) was present to share the internal proposed renovations for West End Plaza (WEP) and the estimated cost for the base bid of the project, with all the alternates. Mr. Church said following the discussion,

if the Board was interested in moving forward with the Agriculture Center (Ag Center), there would need to be two (2) motions. One motion would be for ADW to go out to bid and the second would be to authorize the Finance Officer and County Manager/ Administration to begin the financing process through the Local Government Commission (LGC).

Mr. Church said another part of the presentation would be to consider the possible future of the Health Department (HD) at WEP. Mr. Church said if the Board wanted to move the HD to WEP, consideration should be made for a motion to authorize the County Manager to negotiate with ADW for the design, bid, actual construction, etc. Mr. Church stressed that approvals during the current meeting were not final, and all contracts would be brought back to the Board.

Phillip Steele with ADW provided a power point depicting renderings of the current interior mall space as compared to the proposed renovations for the Ag Center and Community Meeting Hall.

Mr. Steele reviewed the projected timeline as follows:

Construction Documents Start

100% Construction Documents	Early September 2022
County Permit & Dept. of Insurance Review Period	Early September 2022
Respond to County & Dept. of Insurance Review Comments	October 2022
Anticipated Date for Bid Advertisement	Mid-September 2022
Anticipated Date for Receipt of Bids	Mid October 2022
Bid Analysis, Contractor Contract	Late October 2022
Approval and Notice to Proceed given to Contractor	
Anticipated Start Construction	November 2022
Anticipated Construction Completion Date	December 2023

Mr. Steele pointed out the schedule was more aggressive, and he sought the Board's opinion on the schedule.

Mr. Church asked if the County could slow the schedule down and go out to bid after Department of Insurance (DOI) approval. Mr. Steele said it would be fine if the Board wanted to wait.

Commissioner Caskey questioned the length of the delay if the County waited for the DOI approval. Mr. Steele said it depended on the County's workflow, which might take an additional 4 to 5 weeks and he noted DOI takes approximately 5 to 6 weeks. Mr. Steele said ADW could submit simultaneously for the County's permit, as well as DOI and a 5 to 6 week review time.

Mr. Church added the LGC would not entertain financing until the audit was completed.

Mr. Steele continued by discussing the cost estimates as outlined below:

**Rowan County Agricultural Center**

**Construction Documents Cost Estimate (Construction & Owner Soft Costs)**

8/15/2022

**Construction Costs**

Base Bid (Agricultural Offices, Meeting Hall & Site Prep for Demonstration Gardens & Storage Bldgs.)	\$ 18,301,153
Alternate 1 (Exterior Renovations, New Entries & Canopies at Belk)	\$ 4,015,586
Alternate 2 (Parking Lot & Site Alterations around Belk & Outdoor Pavilion / Classroom)	\$ 2,541,835
Alternate 3 (Exterior Renovations, Parking Lot & Site Alterations between Belk & JC Penney Bldg.)	\$ 2,823,282
Alternate 4 (Interior Mall Renovations near Agricultural Center)	\$ 2,421,121
Alternate 5 (EV Charging Stations Infrastructure Only for 3 stations)	\$ 159,258
Alternate 6 (4 Portable Stages in the Large Meeting Area)	\$ 55,097
Alternate 7 (Add USDA Departments – NRCS & FSA)	\$ 1,008,088
<b>Construction Costs Subtotal</b>	<b>\$ 31,325,420</b>
Owner Contingency                      Calculated at 5% of the Construction Costs	\$ 1,566,271
<b>Construction Costs Total</b>	<b>\$ 32,891,691</b>
<b>Owner Soft Cost &amp; Design Fees</b>	<b>\$2,749,225</b>
<b>Total Cost for the Project</b>	<b>\$ 35,640,916</b>

Mr. Church discussed the financial model for the project. Mr. Church said the County had saved \$6 million over the last couple of years for the renovations. By way of example, Mr. Church said if the Board chose all alternates and the County went out to bid, it did not mean the County had to complete any of the alternates once the bids came in. Continuing with the example, Mr. Church said if the project came in at \$35.6 million, with all alternates, there would be approximately \$29 million left to complete the project. Mr. Church estimated the annual payment on a 15-year note of \$29.6 million would be roughly \$2.6 million using a 4% interest rate.

Mr. Church said the County had currently budgeted \$881,000 for debt service on the facility and by using the contingency approved by the Board in the amount of \$183,500, the Board had roughly \$1.2 million to take on the debt.

Commissioner Caskey asked if the loan for WEP was paid off and Mr. Church said he thought it would be paid off in 2024.

Discussion ensued regarding the alternates and the Board's preferences for the project.

In response to the earlier inquiry from Commissioner Caskey, Mr. Church said the County owed \$395,000 on the WEP, plus an additional \$25,000 in interest. The last payment was projected to be in 2025.

Chairman Edds moved to go out to bid for the full project. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

Chairman Edds moved the County Manager and Finance Director be authorized to begin conversations with the LGC for financing. The motion was seconded by Commissioner Caskey and passed unanimously (4-0).

### **Health Department**

Mr. Steele continued with his presentation by providing a summary for a potential move of the HD to WEP. Mr. Steele highlighted the existing square footage for each department within the HD, which totaled 25,775 square feet. The proposed space at WEP was for was 40,000 square feet to allow for future growth. The diagram/design concept was for a possible location on the west side of the WEP. Mr. Steele said if the Board wanted to move forward, ADW could draft the fee proposal.

Mr. Steele confirmed the HD was working in small spaces and also dealing with parking issues.

Commissioner Greene said he wanted to know how much space at WEP was vacant in the event the County needed to move other departments/agencies.

Mr. Church pointed out that Environmental Health was not currently located at the HD and moving Environmental Health would affect the one-stop planning process currently in place with the Planning and Building Inspections Departments.

After further discussion, Mr. Steele recommended ADW provide advanced planning to provide floor plan studies, show locations, and cost estimates first.

Chairman Edds moved to negotiate a contract with ADW to begin the advanced planning to move the HD to WEP. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

### **7. REQUEST APPROVAL TO SUBMIT LEASE PROPOSAL TO USDA RFL**

County Manager Aaron Church prefaced the presentation by explaining the request pertained to one of the seven (7) alternates discussed during the previous agenda item. The alternate was for approximately \$1 million to build space for federal agencies that helped the farming community.

According to the information in the agenda packet, the United States Department of Agricultural (USDA) published a Request for Lease Proposal for office space located in Rowan County. The County was requesting approval to propose space in the West End Plaza (WEP). The proposal process would take several weeks to months to negotiate lease rates, terms, and other details with the USDA, involving input from appropriate county staff. The USDA required an initial lease proposal in order to begin this process.

Ann Kitalong-Will, Director of Grants Administration/Government Relations, said the USDA currently leased space from the County at 2727 Old Concord Road for the USDA Farm Service Agency (FSA). The USDA was proposing to combine two (2) offices, the



FSA and the Natural Resources Conservation Service (NRCS) into one (1) space at the WEP. The space was part of the plans already received from ADW Architects and presented in the prior discussion (agenda item #6) of the current meeting. Ms. Kitalong-Will also discussed recommended lease rates.

Ms. Kitalong-Will sought Board approval to submit the proposal in order for the USDA to begin negotiations with the County.

Amy-Lynn Albertson, Cooperative Extension Director, emphasized how critical it was for the FSA to be in the same building as the rest of the agricultural offices. Otherwise, Ms. Albertson said it would be a huge disruption to business as usual. Ms. Albertson said the USDA was trying to combine their leases; however, the other NCRS office was strictly administrative and not open to the public. Ms. Albertson said the USDA planned to combine offices and the County would get both.

Chairman Edds felt the request provided an opportunity to attract others to Rowan County. Chairman Edds noted the County had been listed in the top ten in the nation for food prep and the County's ranking was even higher for the east coast. Chairman Edds said the County wanted to be number one in the nation since the agricultural industry was a large part of the County's economy and the agricultural offices at WEP would have purpose, as well as meeting space.

Commissioner Greene moved to submit the proposals to the USDA. The motion was followed by a second from Commissioner Klusman and passed unanimously (4-0).

## **8. LITTER REPORT**

Chairman Edds reported that during the month of July, 2022 Rowan County's self-funded Litter Mitigation Program removed 9.8 tons of roadside litter and debris along with 37 discarded tires. The Rowan County Sheriff's Office Environmental Crimes Special Deputy contributed to curb illegal dumping by issuing 4 citations for littering or illegally dumping and by identifying 21 illegal dump sites along with providing public outreach and promoting the Department of Environmental Management's Secure Your Load and proper waste disposal initiatives. Rowan County will continue to mitigate the illegal dumping of solid waste and litter through collaborative efforts across agencies, public awareness campaigns, litter clean up events, education and outreach.

## **9. FINANCIAL REPORTS**

Finance Director Anna Bumgarner presented several financial graphs depicting the following information:

- Annual Cumulative Expenditure Comparisons as of July 2023 - \$10,586,956
- Annual Cumulative Revenue Comparisons as of July 2023 - \$12,273,230
- Annual Cumulative Sales Tax Comparisons as of May 2022 - \$33,564,227
- Monthly Sales Tax Comparisons as of May 2022 - \$3,320,808
- Annual cumulative current year property tax comparisons as of June 2022 \$91,090,823

## **10. BUDGET AMENDMENTS**

Finance Director Anna Bumgarner presented the following budget amendments for the Board's consideration:

- Finance - To recognize reserved funds from FY 2022 for Emergency Services. Reserved funds represent money for the Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. \$188,082
- Social Services – To budget low-income water assistance. \$37,432
- Finance – Appropriate fund balance and expenditures for fiscal year 2022 General Fund encumbrances. \$60,160
- Finance – Appropriate fund balance and expenditures for fiscal year 2022 General Fund encumbrances. \$936,761
- Finance – Appropriate fund balance and expenditures for fiscal year 2022 Landfill Fund encumbrances. \$432,176
- Finance – Appropriate fund balance and expenditures for fiscal year 2022 Landfill Fund encumbrances. \$216,329
- Finance - Appropriate fund balance and expenditures for fiscal year 2022 Airport Fund encumbrances. \$1,264,038
- Finance - Appropriate fund balance and expenditures for fiscal year 2022 Water Fund encumbrances. \$ 612,364

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

## **11. CLOSED SESSION**

Chairman Edds moved at 8:48 pm the Board enter into Closed Session in accordance with North Carolina General Statute 143.318(a)(5) to consider a potential lease at West End Plaza.

The Board returned to Open Session at 9:03 p.m. No action was taken.

## **ADJOURNMENT**

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 9:03 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:** Anna Bumgarner, Finance Director  
**DATE:** 09/06/2022  
**SUBJECT:** Martin Starnes Audit Contract

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Please see attached engagement letter from Martin Starnes to complete the FY22 financial audit for Rowan County.

Board of Commissioner to approve the engagement letter with Martin Starnes & Associates to provide the FY22 financial audit for Rowan County not to exceed \$82,830.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
engagement letter	8/10/2022	Backup Material



# MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

*"A Professional Association of Certified Public Accountants and Management Consultants"*

March 7, 2022

James M. Howden, Finance Director  
Rowan County  
130 West Innes Street  
Salisbury, NC 28144

You have requested that we audit the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Rowan County, NC, as of June 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise Rowan County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund schedules

Supplementary information other than RSI will accompany Rowan County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

#### **Schedule of Expenditures of Federal and State Awards**

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory information
- Statistical tables

We will make reference to the component unit auditor's audit of the Rowan County Tourism Development Authority in our report on your financial statements.

## Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

## Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Rowan County's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is

properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Rowan County's basic financial statements. Our report will be addressed to the governing body of Rowan County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

#### **Audit of Major Program Compliance**

Our audit of Rowan County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

#### **Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;

9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
  - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
  - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### **Nonattest Services**

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of auditor portions of Data Collection Form
- Preparation of AFIR
- Preparation of LGC's data input worksheet

We will not assume management responsibilities on behalf of Rowan County. However, we will provide advice and recommendations to assist management of Rowan County in performing its responsibilities.

Rowan County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

### **Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The County is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

#### **Provisions of Engagement Administration and Fees**

Erica Brown is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	\$ 62,830
Financial Statement Drafting	<u>17,000</u>
	\$ <u>79,830</u>
<b>Additional Fees:</b>	
Charge per major program in excess of 5	\$ <u>3,000</u>

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Rowan County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

#### *Changing Laws and Regulations*

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

#### *Incorrect Accounting Methods or Errors in Client Records*

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous



errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

#### *Failure to Prepare for the Engagement*

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

#### *Starting and Stopping Our Work*

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$300 per hour.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;

- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*Martin Starnes & Associates, CPAs, P.A.*

Martin Starnes & Associates, CPAs, P.A.  
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Rowan County by:

Signature: *Jan Howard*

Title: *Finance Director*

Date: *March 10, 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:** Ashley Duncan  
**DATE:** 08/11/2022  
**SUBJECT:** 2022 TRACK Trail MOU

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Request for renewal of TRACK Trail Memorandum of Understanding, which reoccurs every 3 years.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
MOU - TRACK Trail	8/11/2022	Cover Memo



## TRACK Trail Partnership Memorandum of Understanding

Between the Kids in Parks Program  
and Rowan County

The Blue Ridge Parkway Foundation's Kids in Parks program and Rowan County have come together to collaborate on a TRACK Trail at Eagle Point Nature Preserve; and

The partners listed below have agreed to enter into an MOU in which Kids in Parks will be the lead agency and Rowan County will be the lead partner; and

Both partners herein desire to enter into an MOU setting forth the services to be provided by the collaborative.

### Purpose

The mission of the Kids in Parks program is to work together with partners throughout the country to promote children's health and the health of our parks by increasing physical activity and engaging families in outdoor adventures that foster a meaningful connection to the natural and cultural world. Kids in Parks accomplishes its mission through the installation of TRACK Trails—a series of networked hiking trails that provide self-guided materials designed to turn an ordinary hike into a fun-filled adventure.

The purpose of this Memorandum of Understanding is to outline the responsibilities each agency listed above will undertake through this partnership. The partnering agencies listed above agree that the TRACK Trail is a great partnership opportunity, connecting Eagle Point Nature Preserve with the other TRACK Trail sites in the network for years to come.

### Roles and Responsibilities

Both partners, by way of this Memorandum of Understanding, agree to the following:

Kids in Parks will be responsible for:

- Maintaining communication with partner agency and park staff for the duration of the MOU
- Maintenance of the Kids in Parks website and TRACK Trail webpage for Partner Agency's site
- Linking any of the program's e-Adventure content that align with any of the standard brochures selected for Partner Agency's site on the TRACK Trail webpage for Partner Agency's site
- Providing warranty information for installed materials (signs and brochure holders)
- Tracking and reviewing data collected about use of the TRACK Trail at Partner Agency's site
- Providing annual data reports about use and users of the TRACK Trail on Partner Agency's site
- Distributing incentives to qualifying Trail TRACKers (kids who register TRACK Trail adventures) at Partner Agency's site
- Promoting and marketing Partner Agency's site TRACK Trail through our various media outlets
- Providing assistance to write and apply for grants that further support trail efforts
- Providing technical assistance and training to help integrate the program into existing programming
- Providing assistance and consultation regarding the grand opening event
- Creating a Partner Dashboard on the program's website that allows partner agency to monitor the use of its TRACK Trail. The Partner Dashboard membership fee is included in the first year of partnership. Continued use of the dashboard is tied to the program's optional annual fee.

Rowan County will be responsible for:

- Maintaining communication with Kids in Parks staff for the duration of the agreement
- Maintaining the appearance of the TRACK Trail trailhead (landscaping, fixing vandalized materials, etc.)
- Restocking the TRACK Trail trailhead kiosk with brochures as needed
- Maintaining the TRACK Trail, ensuring its safe passage (clearing dangerous debris, fixing dangerous situations, etc.)
- Promoting the TRACK Trail through various media outlets (website, enews, facebook, etc.)
- Providing photos, testimonials, and other important information regarding the TRACK Trail to Kids in Parks
- Advising Kids in Parks as to any managerial issues regarding the trail (criminal activity, vandalism, etc.)
- Seeking ways to integrate the trail with community projects and activities
- Purchasing additional brochures as needed

Initials: BRPF-KIP \_\_\_\_\_ RC \_\_\_\_\_

### **Kids in Parks and Partner Agency Responsibilities Clause**

The responsibilities listed in the sections above may change based on discussion with Kids in Parks staff and partner agency staff. Often times the MOU is entered into prior to certain decisions being finalized and, thereafter, the responsibilities may change slightly. For example, the trailhead sign kiosk/frame may be constructed by the partner agency on site, therefore negating the Kids in Parks program's responsibility to provide the sign frame.

### **Timeline**

The roles and responsibilities described above are agreed to through this MOU from signed date and continuing for a period of three (3) years, at which time the MOU can be resigned, revised, or terminated. The MOU may also be revised at any time during the three-year period provided both parties agree to the revision(s) in writing. If the MOU expires without being resigned, the trail(s) will remain in network until a new MOU can be signed or is officially terminated.

### **Termination of Agreement**

This Agreement may be terminated by either party for any reason. Such termination shall be effective thirty (30) days after written notice to the other party. Failure of one party to fulfill its responsibilities as outlined above may result in immediate termination of this MOU. In the event of termination, all products and materials with the Kids in Parks logo must be returned to the Kids in Parks program and/or destroyed within thirty (30) days.

### **Warranties**

The Kids in Parks program's TRACK Trail materials come with varying levels of warranty from their manufacturer. For example, the HPL (high pressure laminate) trailhead signs typically come with a 10-year manufacturer's warranty and the brochure holders provided by Kids in Parks come with a 1-year warranty serviced by Kids in Parks. Please see Exhibit 1 for more information regarding warranty timelines. Note: Constructing a kiosk NOT provided as part of the Kids in Parks package may void your site's sign warranty.

### **Rights and Ownership**

The Blue Ridge Parkway Foundation and Kids in Parks retain all rights to works created as part of TRACK Trail development. All signs and brochure content are the intellectual property of the Kids in Parks program. If partner agency's site(s) implement(s) a self-guided brochure or e-Adventure, and provides content (text, pictures, illustrations, diagrams, etc.) for the development of those materials, those elements remain in the control of partner agency. However, the packaged sign design, brochure design, and e-Adventure design as completed by the Kids in Parks staff cannot be repurposed, altered, edited, branded, or trademarked by the partner agency for its use.

### **Liability**

Subject to and to the fullest extent permitted under applicable law, each party will defend, indemnify, and hold each other party and its Representatives (as defined below) harmless for, from, and against all claims, losses, damages, and/or liabilities, including, without limitation, attorney fees and related costs and expenses (collectively, "Damages"), arising out of or related to the party's performance of its obligations under this MOU. Each party's indemnification obligation under this MOU will survive the expiration or earlier termination of this MOU. For purposes of this MOU, the term "Representative(s)" means the directors, officers, members, employees, representatives, and agents of the identified party.

Without otherwise limiting the immediately preceding paragraph, subject to and to the fullest extent permitted under applicable law, Partner Agency will defend, indemnify, and hold Foundation and its Representatives harmless for, from, and against all Damages arising out of the use or access to Partner Agency's TRACK Trail(s) site(s) in connection with this MOU, excepting any Damages arising from Foundation's acts or omissions.

### **Force Majeure**

Neither party shall be in breach of its obligations under this agreement nor incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligation under this Agreement.

### **Involved Parties**

**Initials:** BRPF-KIP \_\_\_\_\_ RC \_\_\_\_\_

The Kids in Parks program is represented by: Carolyn Ward, CEO; Jason Urroz, Director; and Adam Roades, Associate Director.

The Rowan County staff is represented by: Aaron Church, County Manager.

\_\_\_\_\_  
Jason Urroz  
Director, Kids in Parks  
Date \_\_\_\_\_

\_\_\_\_\_  
Aaron Church  
County Manager, Rowan County  
Date \_\_\_\_\_

**Exhibit 1 – Warranties for materials provided**

**Initials:** BRPF-KIP \_\_\_\_\_ RC \_\_\_\_\_



# Kids in Parks TRACK Trails Warranties

From our signs to our kiosks, to our brochures and brochure holders, the Kids in Parks program strives to provide the highest quality materials for our TRACK Trail partners. This document provides a general outline of the warranties that come with your TRACK Trail package. Some of these warranties are provided by our vendors, and some of them are provided by Kids in Parks as a way to honor our products. Because MOU documents are generally entered into in advance of vendors being selected and materials being produced, this Exhibit serves as a generic statement regarding the warranties associated with our most commonly materials.

These warranties do not cover acts of vandalism or acts of god associated with nature or natural disasters (i.e., a tree falls on the kiosk and destroys the sign; a hurricane causes a flood and washes the kiosk away, etc.).

## **Trailhead Signs:**

Kids in Parks uses a High Pressure Laminate (HPL) sign for its trailhead signs for most TRACK Trail installations. HPL signs typically come with a 10-year manufacturer's warranty. Partner sites may opt to use a different material due to agency-based sign standards or cost-reduction strategies. These alternate sign materials may not provide the same warranty timeframe.

- **High Pressure Laminate Trailhead Sign:** 10-year factory warranty
- **Di-Bond Metal Sign with UV laminate coating:** 1-year factory warranty
- **PVC Sign:** 1-year factory warranty

## **Trailhead Kiosks:**

Kids in Parks has transitioned into using an upright metal kiosk/sign frame with a built-in plate that accepts the brochure holders. These high-quality kiosk frames come painted from the manufacturer in colors that (probably) align with other sign frames partner site(s) may be using. Partner sites may opt to use a similar kiosk/sign frame in an alternative style: wall mounted or 45\* / 60\* cantilever with brochure holder bracket mounts for each leg.

Partner sites may also choose to construct their own kiosk/sign frame; or, with appropriate permissions, utilize an existing kiosk/structure. However, this option may void the sign manufacturer's warranty.

## **Brochure Holders:**

Kids in Parks provides a 1-year warranty against defects in the brochure holders it provides. Such defects may include breaking due to natural causes, delamination of glue, weathering, leaking, etc. After one year, partners that have opted in to the Annual Fee receive extended warranties of these materials for up to five years, while their Annual Fee membership is active. Partners that have opted to not pay the annual fee will be charged \$30 + shipping for new brochure holders. Brochure holders that have been maliciously vandalized by park visitors are **EXPLICITLY EXCLUDED FROM THIS WARRANTY.**

Initials: BRPF-KIP \_\_\_\_\_ RC \_\_\_\_\_

**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, Finance Director, and Melissa Oleen, Library Director  
**DATE:** 9/6/2022  
**SUBJECT:** Sole-Source Library Corp

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Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement 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

This is software and licenses for the Library. Attached is a copy of the contract not to exceed \$34,577 plus tax.

Board of Commissioners to authorize the County Manager to approve a sole-source agreement to The Library Corporation for software and licenses not to exceed \$34,577 plus tax.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
contract	8/13/2022	Cover Memo



## ROWAN COUNTY

## AGREEMENT FOR SERVICES

## NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and **The Library Corporation** ("Provider").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE COUNTY

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

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: Annette H. Murphy

Name: Annette H. Murphy

Title: CEO / President

## EXHIBIT A

### CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider.  
L.S. Site License Support, L.S. Software License Support, Library.Solution Software, Online Selections Acquisitions, Enhances Content Renewal, SIP Communications Software, AV Access on Its.Marc, Its.Marc.
- B. Term of the Agreement.  
07/01/2022-06/30/2022
- C. Payment to the Provider.  
\$36,997.39 (sales tax included) Net 30
- 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.
- E. Contact Information.

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

The Library Corporation  
P. O. Box 1610  
Inwood, WV 25428  
800-624-0559

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

THE COUNTY

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

Name: Aaron Church

Title: County Manager

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

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

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

THE PROVIDER

BY: Annette H. Murphy

Name: Annette H. Murphy

Title: CEO/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:** Anna Bumgarner, Finance Director, and Allen Cress, Chief of Emergency Services  
**DATE:** 09/06/2022  
**SUBJECT:** Sole-Source agreement with ESI Acquisition, Inc

---

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement 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

This agreement is for software maintenance for Emergency Services from ESI Acquisition, Inc. Attached is a copy of the quote for \$21,707.

Board of Commissioners to authorize the County Manager to approve a sole-source agreement with ESI Acquisition, Inc. for software maintenance not to exceed \$21,707.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
quote	8/20/2022	Backup Material



**Juware Contact**  
Cynthia Mihelich  
419-320-6008  
cynthia.mihelich@juvare.com

Year, 1

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
102-T-AGIS-1	Term - ArcGIS Extension Maintenance 8/1/2022 - 7/31/2023	\$1,980.00	1.00	\$1,980.00
102-P-LEG	WebEOC Software Maintenance 8/1/2022 - 7/31/2023	\$14,100.00	1.00	\$14,100.00
102-T-MAP-1	Term - Maps Add-On Maintenance 8/1/2022 - 7/31/2023	\$5,627.00	1.00	\$5,627.00
Year 1 Total:				\$21,707.00

Contract Total (plus applicable taxes)	USD 21,707.00
--	---------------

#### **Additional Disclaimer**

Work cannot be started and dates for services cannot be secured until the applicable initial payment or purchase order has been received. Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid until the expiration date set forth above.

If the "Bill To" entity above is tax-exempt, such entity shall be responsible for providing all necessary documentation to show such tax-exempt status.

Estimated amounts for Pre-Paid Travel Expenses are for informational purposes only; all Travel Expenses incurred by Juware or its affiliate shall be invoiced to and paid by Client.





**Juvare Contact**  
Cynthia Mihelich  
419-320-6008  
cynthia.mihelich@juvare.com

**IF YOU SEND A PURCHASE ORDER FOR THE ITEMS BELOW, THE PURCHASE ORDER MUST HAVE THE QUOTE NUMBER & QUOTE DATE ON THE PURCHASE ORDER TO BE ACCEPTED.**

**Quote Number:** Q-08038

**Quote Date:** 6/2/2022

**Quote for:** Rowan County EMA, NC -  
Maintenance Renewal 2022 - 2023

**Quote Expires:** 6/30/2022

**Quote To:**

**Rowan County EMA, NC**

130 W Innes St  
Salisbury, North Carolina 28144

**Ship To:**

**Rowan County EMA, NC**

2727 Old Concord Road, Suite E  
Salisbury, North Carolina 28146-8388

**Quote Contact:**

TJ Brown, Emergency Management Division Chief  
tj.brown@rowancountync.gov | 704-798-3881

**Thank you for your support of Juvare products and services!** If you are ready to proceed with a purchase order, address all purchase orders to **ESi Acquisition, Inc., 235 Peachtree Street NE, Suite 2300, Atlanta, Georgia 30303**. The terms and conditions of the master agreement by and between Juvare, LLC (or the above affiliate) and the Client (as set forth in the applicable master agreement) shall govern and control this Quote and all services, products and deliverables provided pursuant to this Quote (any terms and conditions in the purchase order that attempt to add, change, remove or otherwise modify terms and conditions set forth in such master agreement shall not be effective unless and until signed in a written amendment by and between the parties to the master agreement. Any such modifications via a purchase order shall be deemed null and void).

Quotes issued in **US Dollars** and are exclusive of applicable taxes and travel expenses. Items not manufactured by Juvare are subject to change. Substitutes will be provided for customer consideration and approval.

**IF YOU SEND A PURCHASE ORDER FOR THE ITEMS BELOW, THE PURCHASE ORDER MUST HAVE THE QUOTE NUMBER & QUOTE DATE ON THE PURCHASE ORDER TO BE ACCEPTED.**

**We look forward to working with you and your staff!**

**ESi Acquisition, Inc., a Juvare Company**  
235 Peachtree Street NE, Suite 2300, Atlanta, Georgia 30303 | Phone: 866.200.0165  
© Juvare, LLC. Proprietary and Confidential.

**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, Finance Director, and Randy Cress, Assistant County Manager/CIO  
**DATE:** 09/06/2022  
**SUBJECT:** Sole-Source Agreement with ESRI

---

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement 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

This is for software maintenance and licenses for Rowan County employees from ESRI. Attached is a copy of the quote for \$24,700.

Board of Commissioners to authorize County Manager to approve a sole-source agreement for software maintenance and licenses for ESRI not to exceed \$24,700.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
quote	8/20/2022	Backup Material



Esri Inc  
380 New York Street  
Redlands CA 92373

## **Subject: Renewal Quotation**

**Date:** 03/04/2022  
**To:** Randy Cress  
**Organization:** County of Rowan  
Information Technology  
**Fax #:** **Phone #:** 704-216-8116

**From:** Rebecca Todd  
**Fax #:** 909-307-3083 **Phone #:** + 19097932853 Ext. 7674  
**Email:** rtodd@esri.com

Number of pages transmitted  
(including this cover sheet): 5

Quotation #26069542  
Document Date: 03/04/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190979328537674  
Fax #: 909-307-3083

## Quotation

**Date:** 03/04/2022**Quotation Number:** 26069542**Contract Number:** 00234464.0

County of Rowan  
Information Technology  
130 W Innes St  
Salisbury NC 28144  
**Attn:** Randy Cress

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Rebecca Todd

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
P.O. Box 741076  
Los Angeles, CA 90074-1076

**Customer Number:** 25444

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 08/26/2022 End Date: 08/25/2023	3,000.00	3,000.00
1010	3	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 08/26/2022 End Date: 08/25/2023	1,200.00	3,600.00
2010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 08/26/2022 End Date: 08/25/2023	1,500.00	1,500.00
3010	7	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 08/26/2022 End Date: 08/25/2023	1,200.00	8,400.00
4010	1	87194	700.00	700.00

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:** Rebecca Todd**Ext:** 7674

[TODDR]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190979328537674  
Fax #: 909-307-3083

## Quotation

Page 2

Date: 03/04/2022

Quotation Number: 26069542

Contract Number: 00234464.0

Item	Qty	Material#		Unit Price	Extended Price
			ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 08/26/2022 End Date: 08/25/2023		
5010	3	87195		500.00	1,500.00
			ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 08/26/2022 End Date: 08/25/2023		
6010	1	87232		500.00	500.00
			ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 08/26/2022 End Date: 08/25/2023		
7010	1	100571		500.00	500.00
			ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 08/26/2022 End Date: 08/25/2023		
8010	1	161328		5,000.00	5,000.00
			ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 08/26/2022 End Date: 08/25/2023		
				<b>Item Subtotal</b>	24,700.00
				<b>Estimated Taxes</b>	1,729.00
				<b>Total</b>	<b>USD 26,429.00</b>

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190979328537674  
Fax #: 909-307-3083

## Quotation

Page 3

**Date:** 03/04/2022

**Quotation Number:** 26069542

**Contract Number:** 00234464.0

Item Qty Material#

Unit Price

Extended Price

### Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: [service@esri.com](mailto:service@esri.com)

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[TODDR]

**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190979328537674  
Fax #: 909-307-3083

## Quotation

Page 4

**Date:** 03/04/2022

**Quotation No:** 26069542

**Customer No:** 25444

**Contract No:** 00234464.0

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to [service@esri.com](mailto:service@esri.com)

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD \_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

\_\_\_\_\_ I agree to pay any applicable sales tax.

\_\_\_\_\_ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

**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, Finance Director, and Randy Cress, Assistant County Manager/CIO  
**DATE:** 9/6/2022  
**SUBJECT:** Sole-Source Agreement with Service Commander Software, Inc

---

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement 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

This agreement is Jury Management software for Rowan County from Service Commander Software, Inc. Attached is a copy of the quote for \$5,416.

Board of Commissioners to authorize the purchase of jury management software from Service Commander Software, Inc not to exceed \$5,416.

**ATTACHMENTS:**

**Description**

quote

**Upload Date**

8/20/2022

**Type**

Backup Material



Rowan County Budget Quote

Happy to report we continue to do more with less. Therefore, we will be able to provide our jury software system at **no increase in price**.

Here is our official budget quote for your county:

Please budget \$5,416.00 which covers unlimited service and support for the upcoming fiscal year.

In these uncertain times, you can count on us to support you in every way possible.

Thank you for your confidence in Service Commander's jury management software, please contact us if we can provide any additional information.

Respectfully,

Jill Berry  
Service Commander Software, Inc.  
919-750-7149

**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:** August 26, 2022  
**SUBJECT:** Accept Offer and Authorize Sale of Lot #5 in Summit Business Park

---

The Board of Commissioners voted on August 1, 2022 to accept an offer in the amount of \$153,000 from Dkota Investments, Inc. for the purchase of Lot #5 in Summit Business Park. The approval included authorizing staff to start the 10-day upset bid process.

Once the required statutory deposit was received, the Clerk to the Board published a notice that appeared in the Salisbury Post on August 18, 2022. The 10-day upset bid timeline ended on August 29, 2022 at 5:00 pm with no other bids being received.

Approve the sale of 3.74-acre vacant tract, as is, and further described as Tax Parcel 402C-021, located on Corporate Center Drive, Lot #5 in Summit Business Park and authorize the County Attorney to work with Dkota Investments to close on the property.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Offer to Purchase	8/26/2022	Cover Memo
Summit Plat	8/26/2022	Cover Memo
Upset Bid Notice for Lot #5	8/26/2022	Cover Memo
Appraisal	8/31/2022	Cover Memo

**DKOTA INVESTMENRS, INC.**  
**4848 LEMMON AVENUE, SUITE 622**  
**DALLAS TEXAS 75219**

Date: February 22<sup>nd</sup> 2022

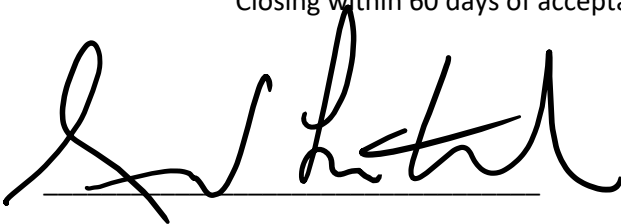
Attn: Aaron Church

This letter confirms Dkota Investments, Inc. offer to purchase Lot 5, 3.80 acres, Summit Business Park. The facility will be leased to Frito Lay, Inc., who will use the facility to distribute its product throughout Rowan County.

Offer Price: \$153,000.00

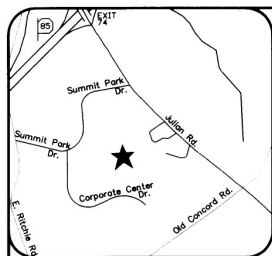
Terms: Cash Offer

Closing within 60 days of acceptance

A handwritten signature in black ink, appearing to read 'Russell Leitch', is written over a horizontal line.

Russell Leitch, President

Date: 2/22/2022

VICINITY MAP  
NOT TO SCALE

STATE OF NORTH CAROLINA

I, Shane Stewart, REVIEW OFFICER OF ROWAN COUNTY,  
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS  
AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.DATE 6/29/22

REVIEW OFFICER

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N35°15'35"W	49.30'	L12	N4°49'26"W	55.72'
L2	N33°42'58"E	43.75'	L13	N85°19'10"E	10.42'
L3	N10°00'18"W	134.49'	L14	S78°58'22"E	365.11'
L4	N6°29'14"W	37.73'	L15	S20°02'40"E	92.03'
L5	N11°04'37"W	83.15'	L16	S24°57'04"E	87.40'
L6	N5°05'45"W	79.23'	L17	S41°06'03"W	218.36'
L7	N10°27'44"W	6.77'	L18 TIE	N19°14'52"E	57.38'
L8	N11°45'44"E	12.16'	L19 TIE	N40°29'29"E	45.94'
L9	N23°13'20"E	31.42'	L20 TIE	N43°28'50"W	64.04'
L10	N13°57'20"E	35.81'	L21 TIE	S63°59'44"W	41.61'
L11	N3°25'37"E	71.13'			

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	243.34'	710.00'	S50°56'14"W	242.15'
C2	97.07'	370.00'	S48°37'00"W	96.79'
C3 TIE	1049.36'	710.00'	N76°54'13"W	956.42'
C4 TIE	744.02'	370.00'	N66°15'37"W	624.85'

LEGEND	
■ CMF (CONC. MON. FOUND)	⊗ NPS (NO POINT SET)
● EIP (AS DESCRIBED)	○ POWER POLE
○ SIP (#5 REBAR)	
---	BOUNDARY LINE (AS SURVEYED)
---	BOUNDARY LINE (BY DEED OR PLAT)
---	RIGHT-OF-WAY LINE
---	EASEMENT LINE
---	TIE LINE
---	OVERHEAD POWER LINE
---	TOP BANK OF CREEK / RIVER
---	CENTER OF DITCH / DRAIN



## CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF ROWAN COUNTY AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND ESTABLISH MINIMUM LOT SIZE AND BUILDING SETBACK LINES AS NOTED.

DATE 6-29-2022

OWNER

ROWAN COUNTY, NORTH CAROLINA  
Filed for registration at 1:00 PM on June 29, 2022 and registered  
in Deed Book 9995 Page 10115  
J.E. Brindle, REGISTER OF DEEDS  
BY Shane Stewart ASST. DEPUTY

ROWAN COUNTY  
DB: 231 PG: 7  
MB: 9995 PG: 6467  
PIN: 5658-02-76-7030  
47.481 REMAINING ACRES PER MB: 9995 PG: 6467  
ZONE CBI  
LOT #1

Doc ID: 015067810001 Type: CRP  
Recorded: 06/29/2022 at 11:08:14 AM  
Fee Amt: \$21.00 Page 1 of 1  
J.E. Brindle Register of Deeds  
BK 9995 PG 10115

ROWAN COUNTY  
DB: 231 PG: 7  
MB: 9995 PG: 3223  
PIN: 5658-02-85-5456  
ZONE CBI

KEY MAP  
NOT TO SCALE

CERTIFICATE OF APPROVAL OF FINAL PLAT  
THIS FINAL PLAT HAS BEEN APPROVED IN ACCORDANCE WITH THE  
PROVISIONS OF THE ROWAN COUNTY SUBDIVISION ORDINANCE ON THIS  
29 DAY OF June, 2022

SUBDIVISION ADMINISTRATOR  
ROWAN COUNTY, NORTH CAROLINA

## REVISIONS

MINOR SUB DIVISION SURVEY OF:

0 SUMMIT PARK DR

LUTAKER TOWNSHIP, ROWAN CO., NC

FOR OWNER:

ROWAN COUNTY  
130 W INNES ST  
SAULSBURY, NC, 28144

DATE: 06/29/2022  
REVISED:  
SCALE: 1" = 100'  
JOB NO.: 220299.000

COMPUTED BY: MLT  
DRAWN BY: MLT  
CHECKED BY: DLH

CES

CIVIL - GEOTECHNICAL - SURVEYING  
N.C. FIRM LICENSE NO. C-0283  
45 SPRING STREET SW CONCORD (704) 786-5404  
CONCORD, NC 28025 FAX (704) 786-7454  
© CESI 2022 ACAD FILE: 220299.000.DWG

## NOTES:

1. TRAVERSE ADJUSTED BY THE LEAST SQUARES ADJUSTMENT METHOD.
2. AREAS DETERMINED BY COORDINATE COMPUTATIONS.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. NO UNDERGROUND UTILITIES WERE LOCATED WITH THIS SURVEY. BEFORE DOING ANY DIGGING, CALL NC ONE-CALL (1-800-632-4949).
5. AREA IS LOCATED IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 37105658004; MAP REVISED 06/16/2009.
6. BASIS OF BEARINGS (SEE REFERENCE #3), UNITS ARE US SURVEY FEET.
7. 10' UTILITY EASEMENT ALONG ALL SIDE AND REAR LOT LINES.
8. THE PROPERTY IS NOT LOCATED WITHIN A WATER SUPPLY WATERSHED.
9. THIS PROPERTY IS TO BE SERVED BY PUBLIC WATER AND SEWER.

## REFERENCES:

1. ALL DEEDS AND MAPS SHOWN HEREON.
2. ROWAN COUNTY GS
3. MAP TITLED "RECOMBINATION PLAT PREPARED AT THE REQUEST OF: TKC CKVIL, LLC", DATED: JUNE 9, 2008, SURVEYED BY: R. B. PHARR & ASSOCIATES, P. A., SIGNED BY: J. JEFFREY COBB, L-2830, RECORDED IN THE ROWAN COUNTY REGISTER OF DEEDS MB: 9995 PG: 6467
4. AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS DB: 1348 PG: 257
5. MAP TITLED: RIGHT OF WAY ACQUIRED FROM ROWAN COUNTY, DATED: 07/08/1996, SURVEYED BY: W. MICHAEL JONES, RECORDED IN THE ROWAN COUNTY REGISTER OF DEEDS MB: 9995 PG: 3135, REFERENCED IN DB: 799 PG: 647.

## PLAT CERTIFICATION

I, DAVID L. HAYWOOD, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN DEED BOOKS AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM DEEDS OR MAPS REFERENCED HEREON; THAT THE RATIO OF PRECISION IS 1:36,477; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; AND THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;

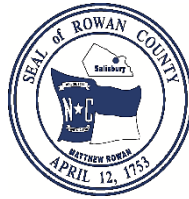
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 29TH DAY OF JUNE A.D., 2022.

DAVID L. HAYWOOD, JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NORTH CAROLINA  
6/29/22

PROFESSIONAL LAND SURVEYOR

LICENSE NO. L-4822

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

An offer of \$153,000 has been submitted for the purchase of a 3.74-acre vacant tract of property as is, located on Corporate Center Drive, Lot #5 in Summit Business Park, Salisbury NC, owned by Rowan County, and more particularly described Tax Parcel 402C-021.

Persons wishing to upset the offer that has been received shall submit their upset bid to the office of the Clerk to the Board, Room #202, J. Newton Cohen Sr. Rowan County Administration Building, 130 West Innes Street, Salisbury, NC 28144 by 5:00 p.m. on August 29, 2022. A qualifying higher bid is one that raises the existing offer ten percent (10%) of the first one thousand dollars and five percent (5%) of the remainder, or, \$160,745.

A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing. The buyer must pay cash at closing.

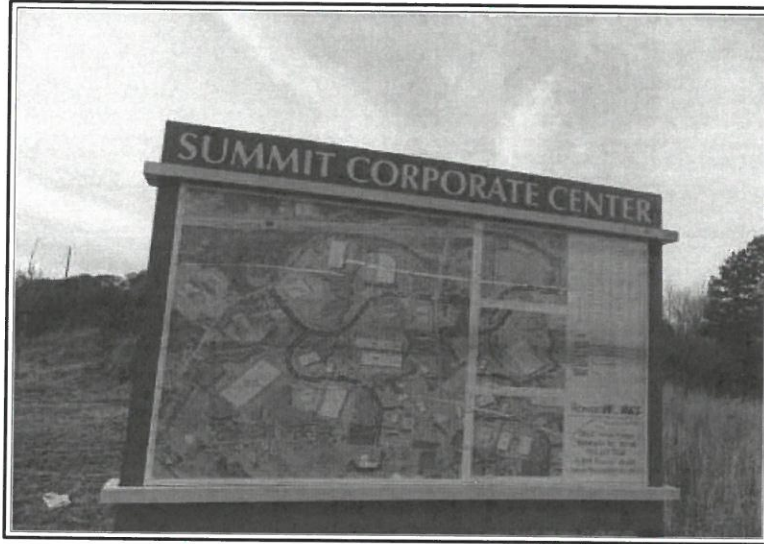
The Rowan County Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Further information may be obtained at the office of the Clerk to the Board, Room #202, J. Newton Cohen, Sr. Rowan County Administration Building, 130 West Innes Street, Salisbury, North Carolina or at telephone 704-216-8181 during normal business hours.

This the 16<sup>th</sup> day of August, 2022.

Carolyn Barger, MMC, NCMCC  
Clerk to the Board  
Rowan County Commissioners

**APPRAISAL REPORT  
OF**



Lot #5 Summit Park Dr  
Salisbury, NC 28146

**PREPARED FOR**

Rowan County  
130 West Innes St Salisbury NC 28144

**AS OF**

02/02/2022

**PREPARED BY**

The Lancaster Co  
4901 Phoenix Circle  
Concord, NC 28025

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## LAND APPRAISAL REPORT

IDENTIFICATION	Owner <u>Rowan County</u>		Census Tract <u>511.02</u>		Map Reference <u>P/O 402C003</u>			
	Property Address <u>Lot #5 Summit Park Dr</u>							
	City <u>Salisbury</u>		County <u>Rowan</u>	State <u>NC</u>	Zip Code <u>28146</u>			
	Legal Description <u>Lot # 5 Summit Business Park</u>							
NEIGHBORHOOD	Sale Price \$ <u>95,000</u>		Date of Sale _____		Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD			
	Actual Real Estate Taxes \$ <u>0</u>		(yr) <u>0</u>		Loan Charges to be paid by seller \$ <u>0</u>			
	Other Sales Concessions <u>None</u>							
	Client <u>Rowan County</u> Address <u>130 West Innes St Salisbury NC 28144</u>							
	Occupant <u>Vacant</u>		Appraiser <u>Leonard M Lancaster</u>		Instructions to Appraiser <u>To determine current market value</u>			
	Intended User <u>Rowan County/Aaron Church County Manager</u> Intended Use <u>Property Sale</u>							
	Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural							
	Built Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25%							
	Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow							
	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining							
Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Oversupply								
Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos.								
Present Land Use <u>50 %1 Family</u> <u>5 %2-4 Family</u> <u>5 % Apts</u> <u>5 % Condo</u> <u>5 % Commercial</u>								
Change In Present Land Use <input type="checkbox"/> Not Likely <input checked="" type="checkbox"/> Likely(*) <input type="checkbox"/> Taking Place (*)								
(*) From <u>Vacant</u> To <u>Residential</u>								
Predominate Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <u>20 % Vacant</u>								
Single Family Price Range \$ <u>50</u> to \$ <u>800</u>		Predominant Value \$ <u>200</u>						
Single Family Age <u>0</u> yrs to <u>100</u> yrs		Predominant Age <u>30</u> yrs						
<p>Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): <u>There were no influences which would have a negative effect on value. All support facilities such as schools, employment, police, fire protection, &amp; shopping are within a reasonable distance. The subject will confirm to surrounding properties.</u></p>								
SITE	Dimensions <u>See Site Map for Area Calculation P/O Current Plat</u> = <u>3.8 Acres</u> <input type="checkbox"/> Corner Lot							
	Zoning Classification <u>CBI-Commercial</u> Present Improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations							
	Highest and best use <input type="checkbox"/> Present use <input checked="" type="checkbox"/> Other (specify) <u>As improved Commercial/Industrial</u>							
	Public <input checked="" type="checkbox"/> Other (Describe) _____		OFF SITE IMPROVEMENTS					
	Elec. <input checked="" type="checkbox"/>		Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private		Topo <u>Mostly Level</u>			
	Gas <input checked="" type="checkbox"/>		Surface <u>Asphalt</u>		Size <u>Average</u>			
	Water <input checked="" type="checkbox"/>		Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private		Shape <u>Mostly Rectangular</u>			
	San. Sewer <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Curb/Gutter		View <u>Business Park</u>			
	<input checked="" type="checkbox"/> Underground Elect. & Tel.		<input type="checkbox"/> Sidewalk <input checked="" type="checkbox"/> Street Lights		Drainage <u>Adequate</u>			
	Is the property located in a HUD identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes							
Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): <u>None Noted</u>								
MARKET DATA ANALYSIS	<p>The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.</p>							
	For the Market Data Analysis <input checked="" type="checkbox"/> See grid below <input type="checkbox"/> See narrative attachment							
	SUBJECT PROPERTY		COMPARABLE NO.1		COMPARABLE NO.2		COMPARABLE NO.3	
	Address <u>Lot #5 Summit Park Dr</u> <u>Salisbury, NC 28146</u>		<u>3609 Old Concord</u> <u>Salisbury, NC 28146</u>		<u>0 Grace Church Rd</u> <u>Salisbury, NC 28147</u>		<u>1910 S Martin Luther King Ave</u> <u>Salisbury NC, 28147</u>	
	Proximity to Subject		<u>0.83 miles S</u>		<u>4.27 miles W</u>		<u>1.64 miles N</u>	
	Sales Price		\$ <u>95,000</u>		\$ <u>167,500</u>		\$ <u>115,000</u>	
	Price /		\$ <u>25,000</u>		\$ <u>138,430</u>		\$ <u>21,947</u>	
	Data Source		CLTMLS#3597352		CLTMLS#3583139		CLTMLS#3570897	
	Date of Sale and		DESCRIPTION		DESCRIPTION		DESCRIPTION	
	Time Adjustment		Adjustment		Adjustment		Adjustment	
	Location		<u>Good/Comm</u>		<u>Good/Comm</u>		<u>Good/Comm</u>	
	Site/View		<u>3.8 Acres</u>		<u>5.24 Acres</u>		<u>5.0 Acres</u>	
	Zoning		<u>CBI</u>		<u>CBI</u>		<u>CMX</u>	
			<u>Buildings</u>				<u>Buildings</u>	
	Sales or Financing							
Concessions								
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ <u>1,800</u>		<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ <u>-28,800</u>		<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ <u>-74,000</u>		
Indicated Value		Net=1%		Net=-25%		Net=-40%		
of Subject		Gross=61% \$ <u>169,300</u>		Gross=25% \$ <u>86,200</u>		Gross=40% \$ <u>113,267</u>		
Comments on Market Data <u>The sales comparison Approach has been given the most weight.</u>								
RECONCILIATION	Comments and Conditions of Appraisal: <u>This is a summary report with property appraised in its current condition as of date of this report.</u>							
	Final Reconciliation: <u>Land/Lots sales have been considered in the final value reported.</u>							
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF <u>02/02/2022</u> to be \$ <u>153,000</u>								



Owner Rowan County

Property Address Lot #5 Summit Park Dr

City	Salisbury	County	Rowan	State	NC	Zip Code	28146
Client	Rowan County			Address	130 West Innes St Salisbury NC 28144		

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

MARKET DATA ANALYSIS

	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	Lot #5 Summit Park Dr Salisbury, NC 28146	2604 Old Concord Rd Salisbury, NC 28146		0 S Jake Alexander Blvd Salisbury, NC 28146			
Proximity to Subject		0.70 miles E		1.58 miles NE			
Sales Price	\$ 95,000	\$ 225,000		\$ 150,000		\$	
Price	\$ 25,000	\$ 99,558		\$ 31,579		\$	
Data Source		CLTMLS#3110909		CLTMLS#3811063			
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+/- \$ Adjustment	DESCRIPTION	+/- \$ Adjustment	DESCRIPTION	+/- \$ Adjustment
Location	Good/Comm	Good/Comm		Good/Comm			
Site/View	3.8 Acres	2.26 Acres	+30,800	4.75 Acres	-19,000		
Zoning	CBI	CBI		UR-8			
Sales or Financing Concessions							
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus	\$ 30,800	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus	\$ -19,000	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus	\$ 0
Indicated Value of Subject		Net=14%		Net=-13%		Net=0%	
		Gross=14%	\$ 255,800	Gross=13%	\$ 131,000	Gross=0%	\$ 0

Comments on Market Data

COMMENTS

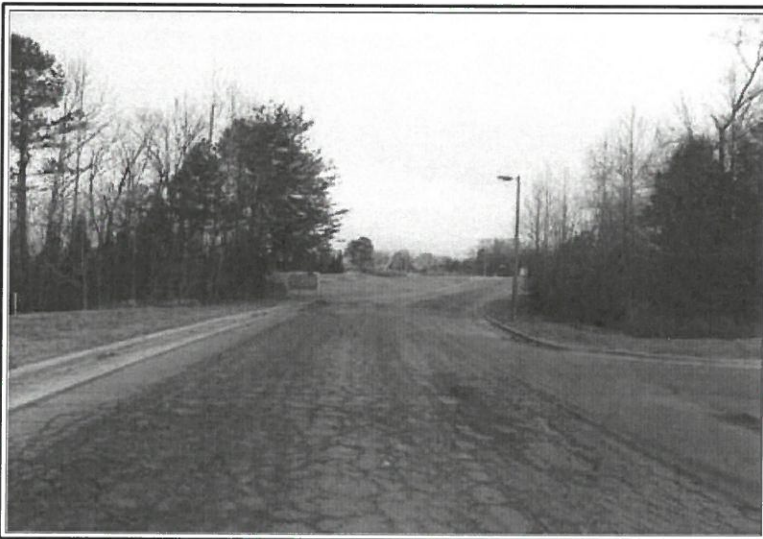
The Lancaster Co  
**SUBJECT PHOTO ADDENDUM**

File No. 2022037

Borrower	Rowan County						
Property Address	Lot #5 Summit Park Dr						
City	Salisbury	County	Rowan	State	NC	Zip Code	28146
Lender/Client	Rowan County	Address		130 West Innes St Salisbury NC 28144			



**FRONT OF  
SUBJECT PROPERTY**  
Lot #5 Summit Park Dr  
Salisbury, NC 28146



**REAR OF  
SUBJECT PROPERTY**

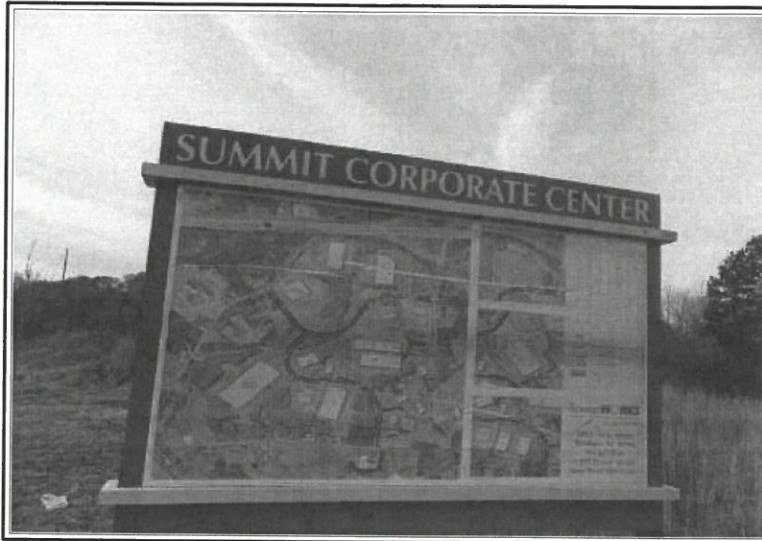


**STREET SCENE**

The Lancaster Co  
**SUBJECT PHOTO ADDENDUM**

File No. 2022037

Borrower	Rowan County						
Property Address	Lot #5 Summit Park Dr						
City	Salisbury	County	Rowan	State	NC	Zip Code	28146
Lender/Client	Rowan County	Address	130 West Innes St Salisbury NC 28144				



Subject Address Verification



Subject Address Verification



Additional Front



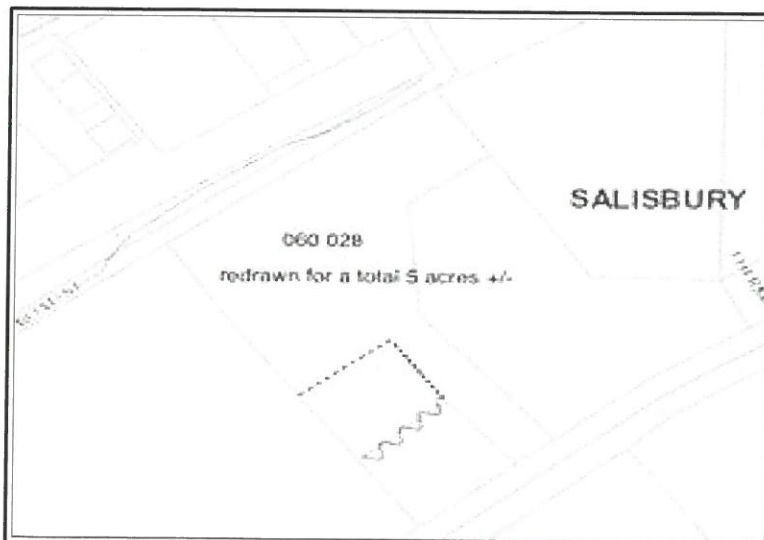
File No. 2022037

Property Address	Lot #5 Summit Park Dr
------------------	-----------------------

Lender/Client	Rowan County	Address	130 West Innes St Salisbury NC 28144
---------------	--------------	---------	--------------------------------------



**COMPARABLE SALE # 2**  
0 Grace Church Rd  
Salisbury, NC 28147



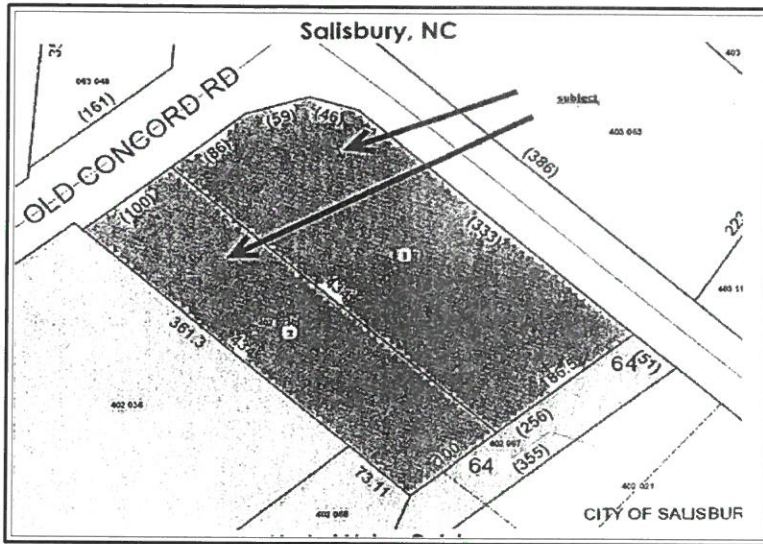
Produced by ClickFORMS Software 800-622-8727

Borrower Rowan County

Property Address Lot #5 Summit Park Dr

City Salisbury County Rowan State NC Zip Code 28146

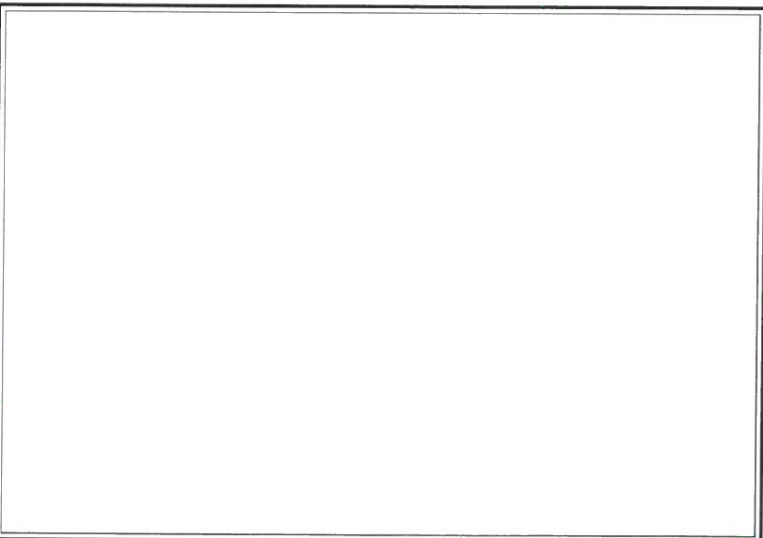
Lender/Client Rowan County Address 130 West Innes St Salisbury NC 28144



**COMPARABLE SALE # 4**  
2604 Old Concord Rd  
Salisbury, NC 28146



**COMPARABLE SALE # 5**  
0 S Jake Alexander Blvd  
Salisbury, NC 28146



**COMPARABLE SALE # 6**

Owner Rowan County

Property Address Lot #5 Summit Park Dr

City Salisbury County Rowan State NC Zip Code 28146

Client Rowan County Address 130 West Innes St Salisbury NC 28144

USPAP Addm: I have performed no services, as a appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this agreement.

Reasonable exposure time for the subject property opinion of the value is estimated to be 90-180 days.

Note: The appraiser comparable search consist of properties in close proximity to the subject property. Things taken into consideration are a 2 year time frame, type,size, location and other factors used to choose comparables. The comparables used in this report are considered to be the best available at time of inspection.

Note: A three year sales and listing history has been conducted on the subject property.

Note: The subject property is over the predominant value for the area. The value reported is well within the range of values reported and is not considered to be a marketability issue.

Note: All utilities available appear to be on and in working order at time of inspection.

Note: Highest and Best Use: The subject is a legally permissible use based on its current zoning. Additionally, the current improvements based on the lot size, shape, and land-to-building ratio, making it physically possible. Similarly, based on current market conditions, the existing improvements, as a single-family residence, are financially feasible and represent a maximally productive use. The highest and best use, as if vacant, would be to build a single-family residence.

Note: Some photos used in the report are File, MLS or original. These are the best available images of the comps and all comps have been personally viewed.

Note: The like kind sales comparison approach has been used to determine final market value. The Paired Data analysis has been used to determine adjustments derived. The individual adjustments have been taken from factors in the market area. Sales have been bracketed to minimize these adjustments.

Note: The weighted average method has been used to determine final reported value.

Note: Subject property is a not yet recorded plat. A copy of the plat has been included in the report.



## File No. 2022037

Address 130 West Innes St Salisbury NC 28144



The Lancaster Co  
**FLOOD MAP ADDENDUM**

File No. 2022037

Borrower Rowan County

Property Address Lot #5 Summit Park Dr

City Salisbury

County

Rowan

State

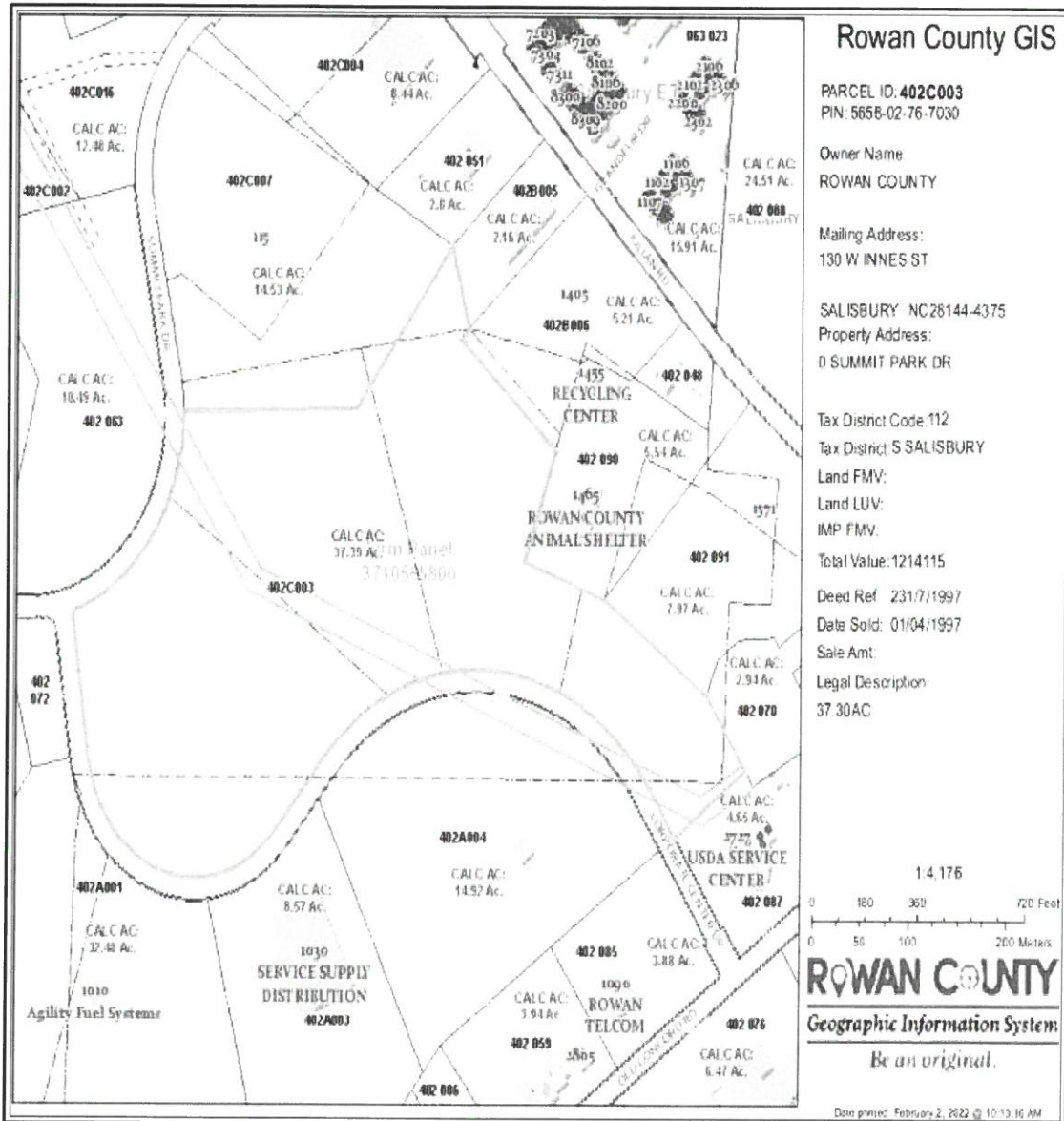
NC

Zip Code

28146

Lender/Client Rowan County

Address 130 West Innes St Salisbury NC 28144



**Flood Map Legends**

**Flood Zones**

- Areas inundated by 100-year flooding
- Areas inundated by 500-year flooding
- Areas of undetermined but possible flood hazards
- Floodway areas with velocity hazard
- Floodway areas
- COBRA zone

**Flood Zone Determination**

In Special Flood Hazard Area (Flood Zone): Out  
 Within 250 ft. of multiple flood zones? Not within 250 feet  
 Community: 370307  
 Community Name: DAVIDSON COUNTY  
 Map Number: \_\_\_\_\_  
 Zone: X Panel: 37057C 6745J Panel Date: 03/16/2009  
 FIPS Code: 37057 Census Tract: 0619.02

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The Lancaster Co  
PLAT MAP

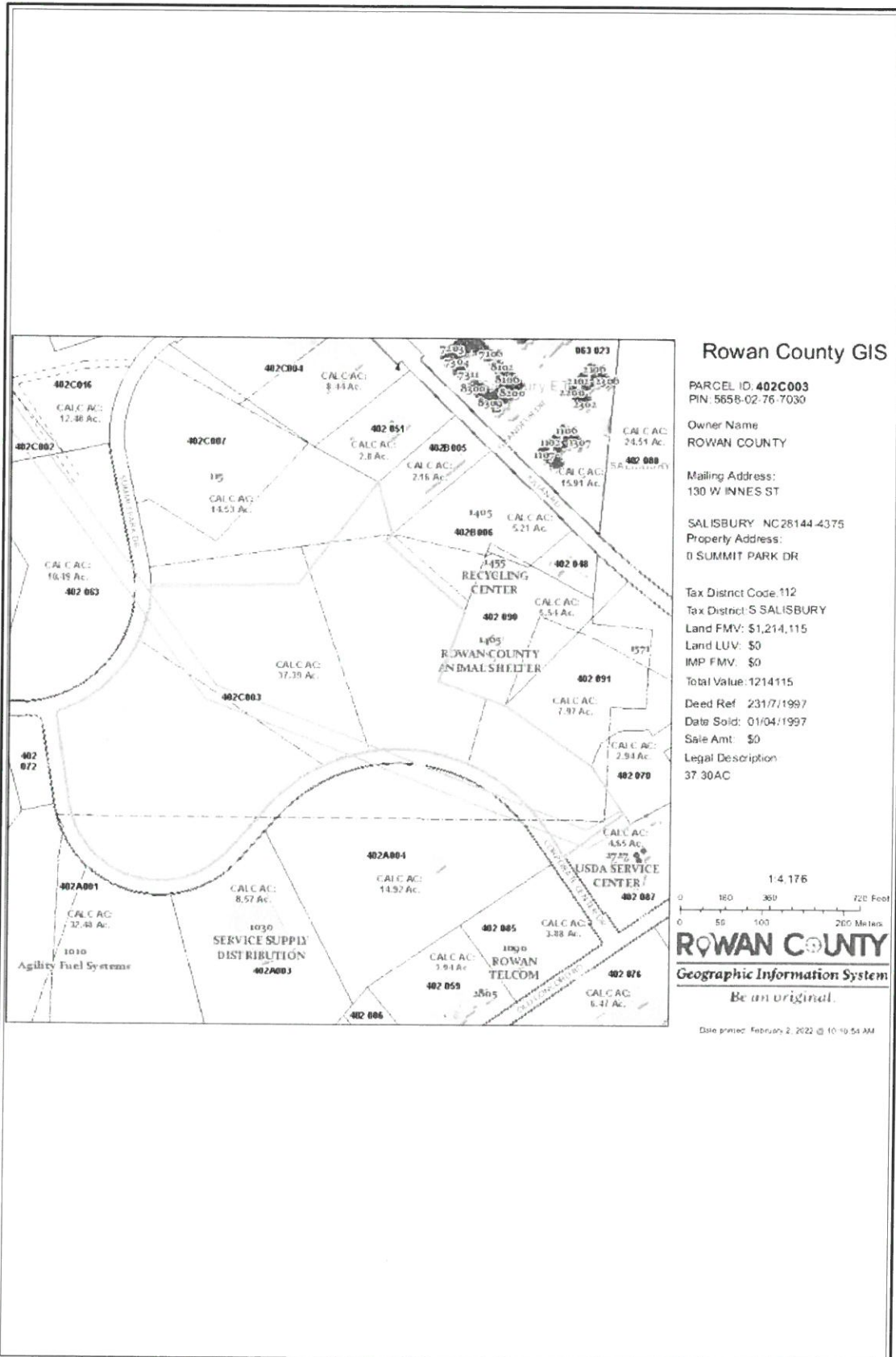
File No. 2022037

Borrower Rowan County

Property Address Lot #5 Summit Park Dr

City Salisbury County Rowan State NC Zip Code 28146

Lender/Client Rowan County Address 130 West Innes St Salisbury NC 28144



The Lancaster Co  
PLAT MAP

File No. 2022037

Borrower Rowan County

Property Address Lot #5 Summit Park Dr

City Salisbury County

Rowan

State

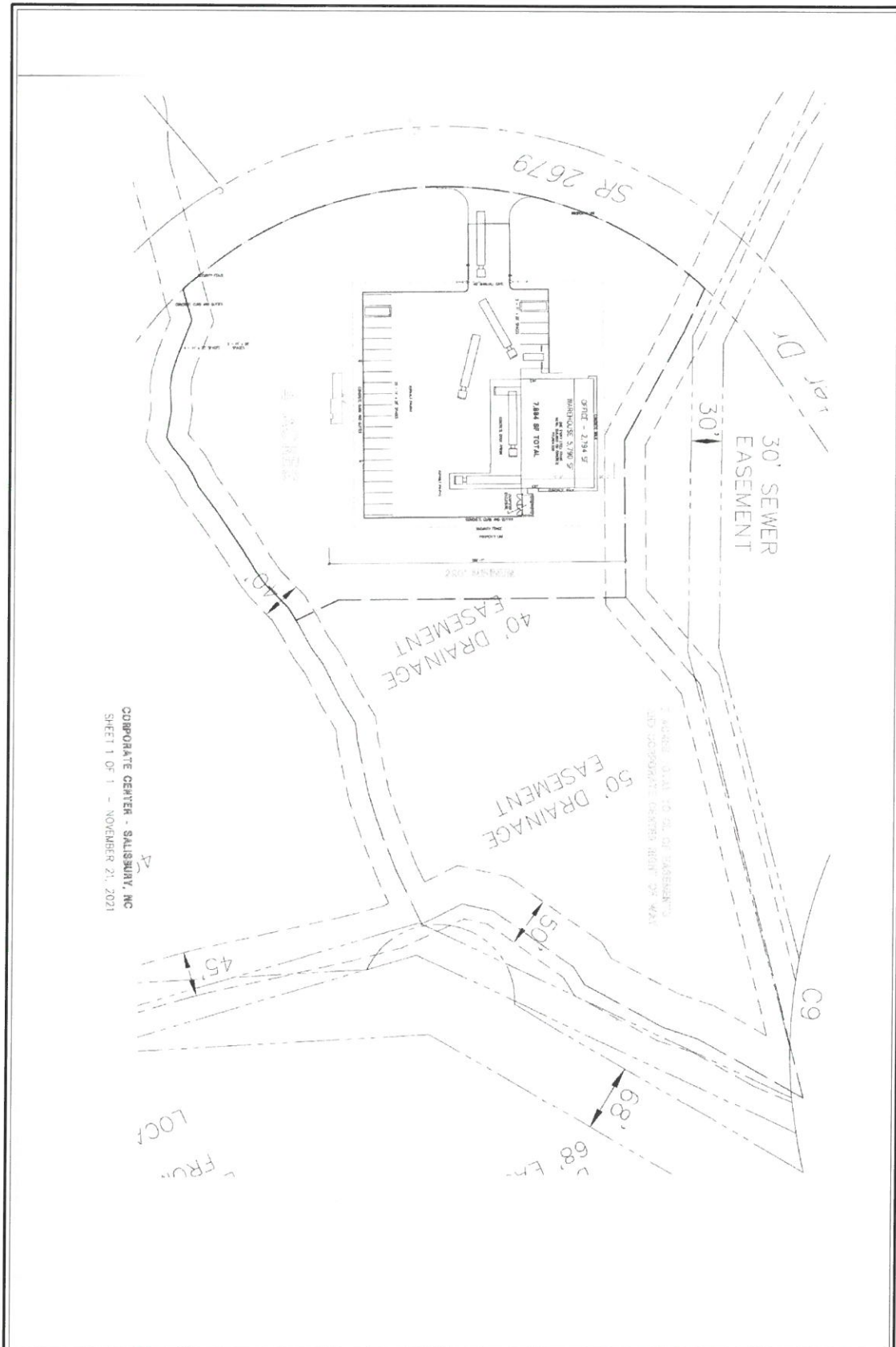
NC

Zip Code

28146

Lender/Client Rowan County

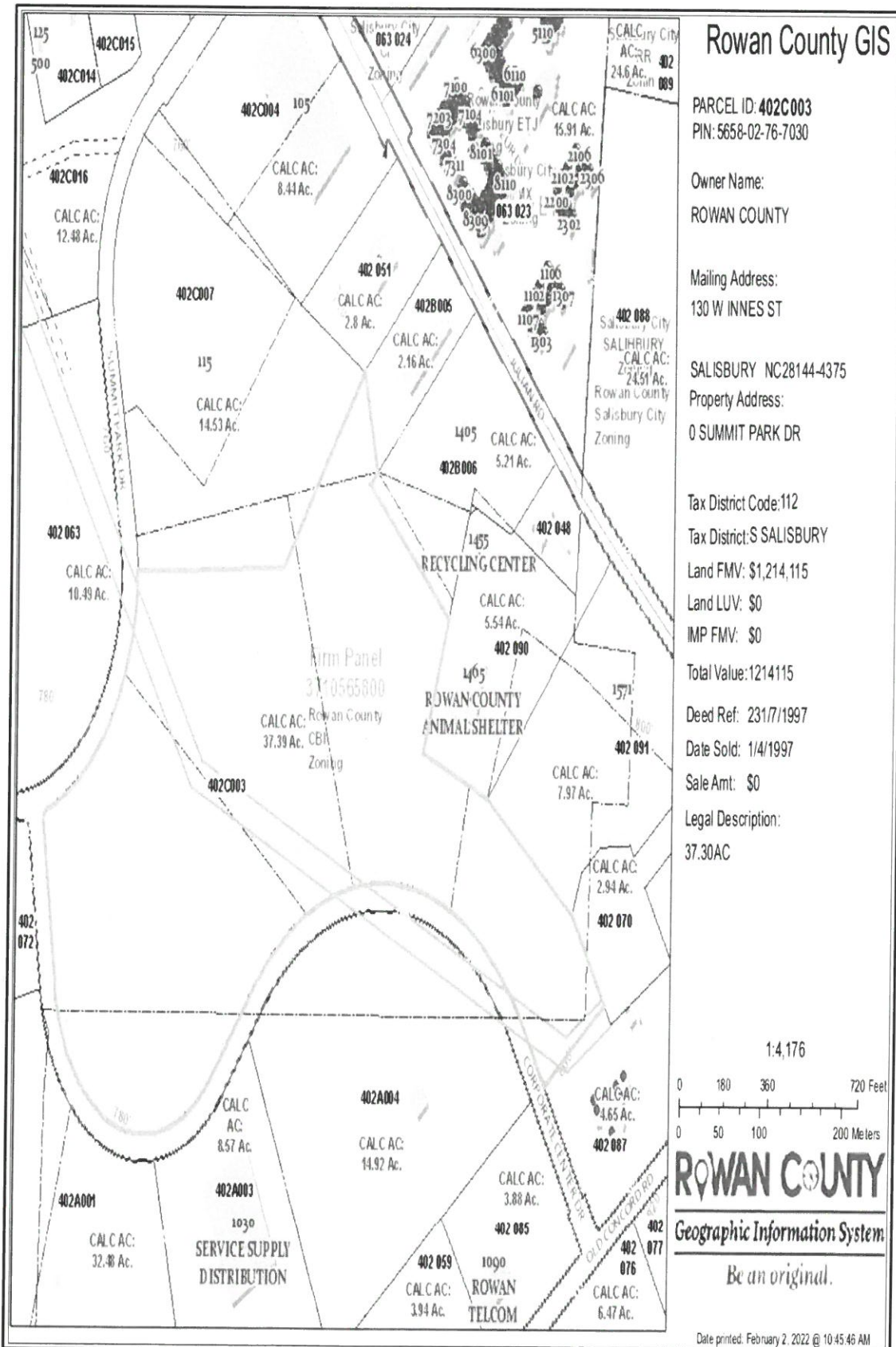
Address 130 West Innes St Salisbury NC 28144



The Lancaster Co  
PLAT MAP

File No. 2022037

Borrower	Rowan County				
Property Address	Lot #5 Summit Park Dr				
City	Salisbury	County	Rowan	State	NC
Zip Code	28146				
Lender/Client	Rowan County	Address	130 West Innes St Salisbury NC 28144		



Borrower Rowan County

Property Address Lot #5 Summit Park Dr

City Salisbury

County

Rowan

State NC

Zip Code

28146

Lender/Client Rowan County

Address 130 West Innes St Salisbury NC 28144

Dkota Investments, Inc.

4848 Lemmon Avenue, Suite 622

Dallas TX 75219

Date: January 4, 2022

Attn: Aaron Church

County Manager

aaronchurch@dkota.com

(704) 216-8180

This letter confirms Dkota Investments, Inc. offer to purchase: Lot 5, 3.80 acres, Summit Business Park. The facility will be leased to Frito Lay Inc., who will use the facility to distribute its product throughout Rowan County.

Price

\$25,000 per acre. Total \$ 95,000

Terms:

Cash Offer

Closing within 60 days of acceptance

Buyer:

Date:

Russell Leitch, President

Email: Russell@dkota.com

Tel: 214-668-8194

Tax ID: 75-2388497



Borrower Rowan County

Property Address Lot #5 Summit Park Dr

City Salisbury

County

Rowan

State NC

Zip Code

28146

Lender/Client Rowan County

Address 130 West Innes St Salisbury NC 28144

**NORTH CAROLINA  
APPRAISAL BOARD****APPRAISER QUALIFICATION CARD**

REGISTRATION / LICENSE / CERTIFICATE HOLDER

**LEONARD MICHAL****A4991**

APPRAISER NUMBER

**LANCASTER**

TYPE

**Y**

NATIONAL REGISTRY

Appraiser's Signature

Executive Director

**EXPIRES JUNE 30, 2022**

## APPRAISAL COMPLIANCE

Borrower/Client <u>Rowan County</u>			
Address <u>Lot #5 Summit Park Dr</u>		Unit No. _____	
City <u>Salisbury</u>	County <u>Rowan</u>	State <u>NC</u>	Zip Code <u>28146</u>
Lender/Client <u>Rowan County</u>			

## APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- ☒ Appraisal Report This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- ☐ Restricted Appraisal Report This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

## ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- This report has been prepared in accordance with Title XI of FIRREA as amended, and any implementing regulations.

## PRIOR SERVICES

- ☒ I have **NOT** performed services, as an appraiser or in another capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

## PROPERTY INSPECTION

- ☒ I **HAVE** made a personal inspection of the property that is the subject of this report.
- ☐ I **have NOT** made a personal inspection of the property that is the subject of this report.

## APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

## ADDITIONAL COMMENTS

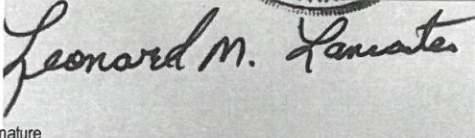
Additional USPAP related issues requiring disclosure and/or any state mandated requirements: \_\_\_\_\_

## MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- ☒ A reasonable marketing time for the subject property is 30 day(s) utilizing market conditions pertinent to the appraisal assignment.
- ☒ A reasonable exposure time for the subject property is 30 day(s).

## APPRAISER

## SUPERVISORY APPRAISER (ONLY IF REQUIRED)

  
 Signature \_\_\_\_\_  
 Name Leonard M Lancaster  
 Date of Signature 2/2/2022  
 State Certification # \_\_\_\_\_  
 or State License # A4991  
 State NC  
 Expiration Date of Certification or License 06/30/2022

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_  
 Supervisory Appraiser Inspection of Subject Property:  
☐ Did Not ☐ Exterior Only from street ☐ Interior and Exterior



**UNIFORM APPRAISAL DATASET (UAD)  
Property Condition and Quality Rating Definitions**

File No. 2022037

**Requirements - Condition and Quality Ratings Usage**

Appraisers must utilize the following standardized condition and quality ratings within the appraisal report.

**Condition Ratings and Definitions****C1**

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

**Note:** *Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

**C2**

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

**Note:** *The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

**C3**

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

**Note:** *The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. It's estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

**C4**

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

**Note:** *The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

**C5**

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability are somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

**Note:** *Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

**C6**

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

**Note:** *Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

**UNIFORM APPRAISAL DATASET (UAD)  
Property Condition and Quality Rating Definitions**

File No. 2022037

**Quality Ratings and Definitions****Q1**

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

**Q2**

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

**Q3**

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

**Q4**

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

**Q5**

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

**Q6**

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

**Requirements - Definitions of Not Updated, Updated and Remodeled****Not Updated**

**Little or no updating or modernization. This description includes, but is not limited to, new homes.**

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

**Updated**

**The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.**

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components meet existing market expectations. Updates do *not* include significant alterations to the existing structure.

**Remodeled**

**Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.**

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

**Explanation of Bathroom Count**

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

**Example:**

3.2 indicates three full baths and two half baths.



Page 18 of 18

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Alyssa Harris, Public Health Director  
**DATE:** 08/22/2022  
**SUBJECT:** RCPH - Request to Apply for Grant Proposal

---

NC Department of Health and Human Services; Division of Mental Health, Developmental Disabilities and Substance Abuse Services has opened the request for applications (RFA) for the Prevent Prescription Drug/Opioid Overdose-Related Deaths (PDO) Grant. As per the RFA informational webinars will be held on August 31, 2022 and September 2, 2022. Questions regarding the RFA are due by September 12, 2022. Applications are due October 10, 2022.

Due to high PDO, Rowan County is eligible to apply.

We respectfully request approval to apply for funding.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
RCPH - Request to apply for grant proposal	8/22/2022	Backup Material



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

## **MEMO**

**To:** Rowan County Board of Commissioners  
**CC:** Aaron Church, County Manager  
**From:** Alyssa Harris, Public Health Director  
**Subject:** North Carolina Grants to Prevent Prescription Drug/Opioid Overdose-Related Deaths (PDO)  
**Date:** August 18th, 2022

### **Situation:**

The North Carolina Department of Health and Human Services Division of Mental Health, Developmental Disabilities, and Substance Abuse Services has identified Rowan County as one of eighteen counties in the state, who are deemed high need for prescription drug and opioid overdose-related program development. Rowan County Public Health is requesting permission to apply for a four year, \$50,000 a year grant to develop a Medically Assisted Treatment (MAT) program in partnership with the Rowan County Detention Center.

### **Background:**

Year to date, Rowan County has experienced 506 documented overdoses. Of the 506, Narcan was administered in 327 cases, with 314 successful reversals. PORT was established in 2019 to intervene after an opioid overdose episode, establish referrals to various community partners that specialize in substance use treatment and harm reduction programing, and build trusting relationships with individuals who are in active substance use. Since the inception of PORT, the team has continuously adapted to the changing climate in our community regarding the opioid epidemic such as expanding outreach services, ensuring care is trauma informed and resiliency focused, and paying more attention to education. We are proposing the addition of a medically assisted treatment (MAT) program in the Rowan County Detention Center to support long-term behavioral changes for this population. According to the National Institute of Health, studies have shown that giving medications for opioid use disorder in jail or prison can reduce the likelihood of a return to opioid use or an overdose after release.

This award provides an opportunity for Rowan County Public Health to serve as the chief health strategy organization in establishing a network of partners to identify individuals who are incarcerated in Rowan County and who meet the American Disabilities Act's definition of someone with an Opioid Use Disorder and provide the assistance needed to exit the prison system with a higher probability for success.

Assessment:

Implementation of a MAT program within the Rowan County Detention Center allows us the opportunity to provide equitable treatment opportunities for individuals within the criminal justice system who have an opioid-use disorder and establish a link to care that can support long-term behavioral changes post-release.

Recommendation:

We respectfully ask the Board of Commissioners allow RCPH to apply for \$50,000 in funding for year one of four to begin the establishment of a MAT program, beginning initially with the Rowan County Detention Center, with plans to expand services to the RCPH in later years. Funding in year one will go towards paying for the comprehensive training of Rowan County medical providers, one within the detention center, one within the RCPH, and potentially one partnering community agency that could assist with providing support to this population post-release.

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Attorney Jay Dees  
**DATE:** August 23, 2022  
**SUBJECT:** Satisfaction of Prior Deed of Trust (HOME Grant Program)

---

Ms. Stoner obtained a loan from Rowan County as part of our rehabilitation program back in 2004 in the amount of \$28,710.00. The general term was that she not sell the property within 8 years, and Ms. Stoner owned the property from 2004 until her death last year in 2021. The children of Dorothy D. Stoner are now trying to sell the property out of her estate and need this old lien cancelled to clear up the title. This should have been cancelled in 2012, but I doubt that Ms. Stoner ever thought to reach out and ask for that to be done.

It is my opinion that the County should file the Satisfaction and cancel the deed of trust because the terms have been met in that Ms. Stoner held the property for more than the 8 years required for the loan to be forgiven.

**Motion to approve the attached Satisfaction form and authorize the Finance Director or County Attorney to sign the Satisfaction.**

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Deed of Trust	8/23/2022	Cover Memo
Death Certificate	8/23/2022	Cover Memo
Search Results Register of Deeds	8/23/2022	Cover Memo
Satisfaction Form_	8/23/2022	Cover Memo

4  
23  
Prepared by:

Return to: Rowan County SS Program, c/o Benchmark, LLC, PO Box 430, Kannapolis, NC 28082

STATE OF NORTH CAROLINA)  
COUNTY OF ROWAN)

DEED OF TRUST

THIS DEED OF TRUST, executed this 12 day of January 2004, by and between Dorothy D. Stener, hereinafter called Grantor; John L. Holshouser, hereinafter called Trustee; and Rowan County, hereinafter called Beneficiary:

WITNESSETH:

THAT WHEREAS, the Beneficiary has advanced to the Grantor or for his benefit a Rehabilitation Loan in the total sum of Twenty eight thousand seven hundred  
ten and 40/100 dollars

(\$ 28,710) Dollars, the same to be non-interest bearing, for their habilitation of a dwelling unit located on real property owned by the Grantor and described hereinafter, said advancement being under Rowan County's Community Development Office pursuant to a Grant issued to Rowan County under the provisions of Title I of the Housing and Community Development Act of 1974 by the North Carolina Department of Commerce and which Grant is being implemented and administered by Rowan County; and

WHEREAS, as part of the consideration for receiving funds for such housing rehabilitation, the Grantor entered into a Loan Agreement with Rowan County whereby the Grantor agreed, among other things, for a period of 8 years from the date of the Loan Agreement, that the subject property would not be sold, conveyed, transferred, or otherwise disposed of for the primary purpose of profit or gain, and would not be conveyed away other than by Will, Probate or Court Order without the prior approval of Rowan County; further, the Grantor agreed to abide by certain conditions contained in the said Agreement with respect to any rental or lease of the subject property during the recapture period from the date of that Agreement, otherwise the Grantor is liable to repay to Rowan County the Rehabilitation Loan made to him as provided in the Loan Agreement.

**NOW, THEREFORE,** the Grantor, for and in consideration of said Loan of a Rehabilitation Loan as set forth above, has bargained and sold, and by these presented does bargain, sell and convey unto said Trustee and his successors, the premises located in Rowan County, North Carolina, and described in Attachment A;

**TO HAVE AND TO HOLD** the above described premises, together with all rights, privileges and appurtenances thereunto belonging, unto the Trustee and his successors upon the terms and conditions as follows:

**FIRST:** The Grantor shall pay all taxes and other assessments within the time prescribed by law and shall keep the building on said premises in a proper state of repair and preservation and insured against loss by fire and storm with some reliable insurance company having an office in Rowan County in an amount at least equal to the principal amount of the Rehabilitation Loan plus the principal sum due under any prior deeds of trust on the said property.

If the Grantor shall fail to pay said taxes or assessments or to effect and continue said insurance in force, then the balance due under the said Rehabilitation Loan shall immediately become due and payable.

**SECOND:** If during a 8 year period from the date the Loan Agreement is signed the Grantor does not sell, convey, transfer or otherwise dispose of the subject property other than by Will, Probate or Court Order without the prior written approval of Rowan County, and if the Grantor, rents or leases the subject property in accordance with the provisions of his Loan Agreement with Rowan County, copy of which is on file and available for inspection at Rowan County, County Manager's Office, Beaufort, North Carolina, then this Deed of Trust shall automatically be void and shall be canceled by the Death of the Grantor or at the end of the year period without being required to be canceled of record.

**THIRD:** But if the Grantor shall sell or convey the subject property in violation of the terms hereof or otherwise violate the terms or conditions of his Loan Agreement with Rowan County within the 8 year period according to the terms of the Loan Agreement, then the balance due on said Loan shall thereupon become due and payable.

**FOURTH:** That if the terms or conditions of this Deed of Trust or the Loan Agreement are violated the Loan shall be paid to the Beneficiary, Rowan County, by the Grantor, and that in any event this Deed of Trust shall remain a charge against the subject property until satisfied in accordance with the terms hereof.

**FIFTH:** If the Grantor shall violate any of the terms or conditions hereof or of the Loan Agreement and the Loan shall become due, then the Beneficiary may, at its option, call upon the Trustee to sell the subject property at public auction to the highest bidder for cash, after complying with the laws of the State of North Carolina in regard to foreclosure in effect at the time of default, and the Trustee shall have the right to retain out of the proceeds of such sale five (5%) percent commission for making said sale, together with the cost of advertising and selling said property, and shall apply the residue to the payment of the amount owed the Beneficiary and shall pay the balance thereafter remaining, if any, to said Grantor or other party entitled thereto.

**SIXTH:** The irrevocable power to appoint a substitute Trustee of Trustees is hereby expressly granted to the Beneficiary.

The Grantor covenants that he is the owner in fee simple of the land conveyed and has the right to convey the same, and that the same is free and clear of all encumbrances except as herein stated, and that he will forever warrant and defend the title herein conveyed against the lawful claims of all persons whomsoever, that in the phrasing of this document the masculine shall include the feminine, the singular shall include the plural.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal as of the day and year first above written.

Dorothy D. Stover (Seal)  
\_\_\_\_\_(Seal)

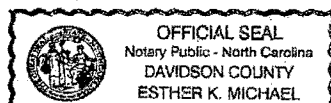
STATE OF NORTH CAROLINA )  
COUNTY OF Rowan )

I, Esther K. Michael a Notary Public in and for said County and State, do hereby certify that  
DOROTHY D. STOVER personally appeared before me this day and acknowledged the  
due execution of the foregoing Deed of Trust.

Witness my hand and seal this 12th day of JANUARY, 2004.

My Commission expires:  
JUN 27, 2004

Esther K. Michael  
Notary Public



MY COMMISSION EXPIRES JUN 27, 2004

STATE OF NORTH CAROLINA )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ a Notary Public in and for said County and State, do hereby certify that  
NORTH CAROLINA: ROWAN COUNTY  
The foregoing certificate of Esther K. Michael N.P. of Davidson Co. NC. the  
is certified to be correct.

Filed for registration this 20 day of JANUARY, 2004

Bobbie M. Earnhardt, Register of Deeds  
By Linger Fagan  
Assistant, Deputy

My Commission expires:  
\_\_\_\_\_

Notary Public  
\_\_\_\_\_



## ATTACHMENT A

In the North end of the Town of East Spencer, N. C., and on the Northwest side of North Long Street, and being Lot No. 14, in Block 53, as shown upon the map of Henderson and Vanderford property known as Gannon Heights, East Spencer, N. C., and being a lot 50 feet by 170 feet. For a more accurate description see Book of Maps, at page 37 in the Rowan County Public Registry.

Document Details

Book/Page	Index Type	Place of Birth	Date of Death	Birth Date	Images
101 / 1026	DEATHS	ROWAN	**/**/2021	**/**/1941	1 page

DECEDENTS	PARENTS
STONER, DOROTHY DIANNE CRAIGE	CRAIGE, BENJAMIN F SR MITCHELL, OLIVIA CRAIGE

REFERENCES

	Index	Date of Birth	Instrument Date	Kind	CHILDREN	PARENTS	Description	License Number	Book/Page	Ref	Amount	Images
1	BTH	**/**/1941			CRAIGE, DOROTHY DIANNE	MITCHELL, OLIVIA CRAIGE, BENJAMIN	[District No: 8080][Local Number: 184] GS130-60		29 / 823			1
	Index	Date of Birth	Instrument Date	Kind	CHILDREN	PARENTS	Description	License Number	Book/Page	Ref	Amount	Images



## Quick Name Search

1 - 7 of 7

8/23/2022 10:58 AM ET

	Date Filed	Index	Kind	Grantor	Grantee	Description (Not Warranted)	License Number	Book/Page	Ref	Amount	Images
1	**/**/1920	BTH		DEESE, HAYWOOD FRANKLIN JR	<b>STONER, DOROTHY</b> DEESE, HAYWOOD F SR	DEC/OOC'97		8 / 217			1
2	07/21/1982	LAN		FITE, RONALD FRANKLIN FITE, RACHAEL L	<b>STONER, DOROTHY D</b> STONER, JAMES THOMAS	L14 BLK53 GANN HGTS E SPEN [DEED ]		602 / 573			2
3	03/21/1983	LAN		<b>STONER, DOROTHY D</b> STONER, JAMES THOMAS	GLOVER, FRANCIS C/ TR	2TRS E SPEN [D/T ]		M406 / 578			
4	08/03/1994	LAN		<b>STONER, DOROTHY</b>	STONER, KENDRICK LIEVINE	L7 8 BLK A WSHGTN PK [DEED ]		736 / 520			2
5	01/20/2004	CRP	D/T	<b>STONER, DOROTHY D</b>	HOLSHOUSER, JOHN L/ TR	L14 BLK53 GANNON HGTS [D/T ]		997 / 975			4
6	06/14/2018	CRP	AGMT	<b>STONER, DOROTHY/ AIF</b> STONER, RICHARD STOVALL, ANITA HALL HALL, DONNA ELIZABETH STOVALL, [+] DARREN R	AUSTIN HUNT LUMBER CO, INC.	TEMPORARY ACCESS		1310 / 860			5
7	**/**/2021 Birth Date **/**/1941	DTH		<b>STONER, DOROTHY DIANNE CRAIGE</b>	CRAIGE, BENJAMIN F SR MITCHELL, OLIVIA CRAIGE	ROWAN		101 / 1026	29 / 823		1

1 - 7 of 7

8/23/2022 10:58 AM ET

**SATISFACTION OF SECURITY INSTRUMENT  
BY SECURED CREDITOR  
[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]**

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: North Carolina Deed of Trust  
[identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): Dorothy D. Stoner  
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: Rowan County  
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instrument is recorded in Book 997 at Page 975  
in the Office of the Register of Deeds for Rowan County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

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

**ROWAN COUNTY, a body politic**

By: \_\_\_\_\_  
Print or Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of North Carolina  
County of Rowan

I, the undersigned Notary Public of the County and State aforesaid certify that \_\_\_\_\_  
personally came before me this day and acknowledged that \_\_\_he is the \_\_\_\_\_  
of Rowan County, a body politic, and that by authority duly given and as the act of such entity, \_\_\_he signed the  
foregoing instrument in its name, on it behalf, as its act and deed.

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**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:** 8/24/2022  
**SUBJECT:** Accept Donation Of Vehicle To Be Used As Airport Crew Car

---

Food Lion, LLC has offered a replacement crew car donation to the Mid-Carolina Regional Airport (Rowan County) from their surplus vehicle inventory.

Manufacturer: Chevrolet

Model: Malibu

Body Style: 4S

Year: 2014

VIN: 1G11B5SL8EF119852

Approximate

141,680

Mileage:

The vehicle referenced above comes in “as-is, where-is” condition, no warranties express or implied.

Thomas Smith, Vector Fleet Management Site Manager, advised the vehicle appears in good shape. If acquired by the County, for the Airport, it will need the front tires, brakes pads/rotors and struts replaced before being brought in to service.

The Malibu will be a better fit for the application of an airport courtesy car.

Approve the acceptance of the personal property (vehicle), and its intended use (crew car). A bill of sale and donation agreement will need to be signed.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo	8/24/2022	Cover Memo
Bill of Sale	8/24/2022	Exhibit
Donation Agreement	8/24/2022	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: Anna Bumgarner, Finance Director  
Valerie Steele, Airport and Transit Director

Re: Accept Donation of Vehicle to be used as Airport Crew Car

Date: August 15, 2022

---

Food Lion, LLC has offered a replacement crew car donation to the Mid-Carolina Regional Airport (Rowan County) from their surplus vehicle inventory.

Manufacturer: Chevrolet  
Model: Malibu  
Body Style: 4S  
Year: 2014  
VIN: 1G11B5SL8EF119852  
Approximate Mileage: 141,680

The vehicle referenced above comes in “as-is, where-is” condition, no warranties express or implied.

Thomas Smith, Vector Fleet Management Site Manager, advised the vehicle appears in good shape. If acquired by the County, for the Airport, it will need the front tires, brakes pads/rotors and struts replaced.

The Malibu will be a better fit for the application of an airport courtesy car.



## Rowan County

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



## BILL OF SALE

**Date:** \_\_\_\_\_, 2022

**Seller/Donor:** FOOD LION, LLC, a North Carolina limited liability company  
**Address:** 2110 Executive Drive  
Salisbury, North Carolina 28147

**Buyer/Recipient:** Rowan County, North Carolina, a body politic  
**Address:** 130 West Innes Street  
Salisbury, North Carolina 28144

**Vehicle:**                      **Manufacturer:** Chevrolet    **Model:** Malibu                      **Body Style:** 4S  
   **Year:** 2014    **VIN:** 1G11B5SL8EF119852  
   **Approximate Mileage:** 141,680

**Purchase Price:**        \$0.00

The undersigned Seller/Donor affirms (i) that to the best of its knowledge the information contained in this Bill of Sale is true and correct, and (ii) that it has not received any additional consideration of any kind other than the Purchase Price for the sale of the Vehicle referenced above.

The undersigned Buyer/Recipient (i) accepts receipt of this Bill of Sale for the Vehicle referenced above, (ii) understands and acknowledges that the Vehicle referenced above is sold in its present "as-is, where-is" condition, no warranties express or implied, (iii) that it has not paid any additional consideration of any kind other than the Purchase Price for the sale of the Vehicle referenced above, and (iv) Buyer is responsible for transfer of title, all other matters relating to such transfer and the costs therefor.

**Seller/Donor:**  
FOOD LION, LLC, a North Carolina limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Buyer/Recipient:**  
ROWAN COUNTY, NORTH CAROLINA, a body politic

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## **VEHICLE DONATION AGREEMENT**

This Vehicle Donation Agreement (the “Agreement”) is entered into as of \_\_\_\_\_ and sets forth agreements by and between **FOOD LION, LLC**, a North Carolina limited liability company (“Donor”) and **ROWAN COUNTY, NORTH CAROLINA**, a body politic (“Recipient”). Donor and Recipient are referred to collectively as the “Parties.”

WHEREAS, Donor owns and possesses that certain 2014 Chevrolet Malibu VIN 1G11B5SL8EF119852 (the “Vehicle”);

WHEREAS, Donor has elected to dispose of the Vehicle and Recipient has requested that Donor make a gratuitous transfer of ownership of the Vehicle to Recipient for use by the Rowan County Mid-Carolinas Airport Authority;

WHEREAS, the Parties have agreed that Donor shall make a gratuitous transfer of the Vehicle to Rowan County and Recipient shall accept transfer of the Vehicle upon the terms and conditions herein;

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the parties agree as follows:

### **Section 1.     Transfer of Ownership and Possession of Vehicle.**

1.1.     Donor shall deliver possession of the Vehicle and State of North Carolina Certificate of Title for the Vehicle not later than ten (10) days after execution of this Agreement and that certain Bill of Sale for the Vehicle (the “Delivery Date”).

1.2.     The Parties acknowledge and agree that the Vehicle shall be delivered by Donor in its “AS-IS, WHERE-IS” condition and shall be accepted by Recipient in such condition.

### **Section 2.     Post-Delivery Matters.**

2.1.     Recipient shall not operate, use, or permit any person to operate or use the Vehicle for any purpose whatsoever until after Recipient shall have properly transferred the North Carolina Certificate of Title and appropriate vehicle registration to Recipient and bound insurance coverage therefor in accordance with applicable law or regulation.

2.2.     Recipient agrees to indemnify Donor for, and to hold Donor harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the Vehicle on the Delivery Date and at all times thereafter, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against, or investigating, any claim or liability in connection with this Agreement. The obligation to indemnify as set forth in this Section 2.2 shall survive the termination of this Agreement.

### **Section 3.     Notices.**

All notices, requests, demands and other communications under this Agreement shall be in writing, shall be addressed as follows, shall be delivered via U.S. Certified Mail, Return Receipt Requested or via nationally recognized overnight courier, and shall be deemed to have been duly given on the date of delivery:

To Donor: Food Lion, LLC  
2110 Executive Drive  
Salisbury, North Carolina 28147  
Attention: President

with simultaneous copy under separate cover to:  
Food Lion, LLC  
c/o Retail Business Services, LLC  
2110 Executive Drive  
Salisbury, North Carolina 28147  
Attention: Senior Vice President, Legal Affairs

To Recipient: Rowan County, North Carolina  
130 West Innes Street  
Salisbury, North Carolina 28144  
Attention: County Manager

Either party may change its address for purposes of this Section 3 by giving the other party written notice of the new address in the manner set forth above.

#### **Section 4. Miscellaneous.**

4.1 This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.

4.2 Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.

4.3 No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.

4.4 No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

4.5 The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives or corporate successors.

4.6 Nothing herein expressed or implied is intended or shall be construed to give any person other than the Parties hereto any rights or remedies under this Agreement.

4.7 This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

4.8 This Agreement may be executed via ink or electronic signature in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

4.9 This Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**FOOD LION, LLC**, a North Carolina limited liability company

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

**ROWAN COUNTY, NORTH CAROLINA**,  
a body politic

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

**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:** 8/24/2021  
**SUBJECT:** Airport Crew Car Indemnity and Use Form

---

Update to original form for crew car usage to include indemnity statement and detail usage terms.

Approve new form for implementation

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Crew Car Form	8/24/2022	Exhibit



**Mid-Carolina Regional Airport**  
3670 Airport Loop Road • Salisbury, NC 28147  
Staffed Daily 8:00AM- 8:00PM EST  
**Telephone 704-216-7749**

## **Courtesy Car Use and Indemnification Agreement**

\*\*\* This agreement must be completed prior to using the vehicle\*\*\*

The undersigned hereinafter referred to as the "DRIVER" agrees to defend, indemnify and hold harmless, Rowan County and the Mid-Carolina Regional Airport, against all damages, losses, theft or destruction of the courtesy car being provided to the undersigned and against all losses, liabilities, damages, injuries, claims, demands, costs and expenses of any and all kind, including legal fees and disbursements arising out of and/or in connection with the use, condition or operation of the vehicle.

The DRIVER is the only person authorized to operate the courtesy car and agrees to operate the vehicle with reasonable care and follow all local and state laws with regard to motor vehicle operation.

- Vehicle use is on a first come basis; no reservations accepted.
- Vehicle shall be utilized only within a 15-mile radius of the airport.
- This agreement allows for usage of 1 hour. A charge of \$15 will be incurred at the start of each additional 30-minute period over the initial hour.
- Please replace the fuel used.
- The vehicle must be returned prior to 8pm. If not a \$200 "call out" fee will be charged.

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

Phone: \_\_\_\_\_

N-Number: \_\_\_\_\_

By signing below, as the DRIVER, I acknowledge I have completely read and fully understand the above agreement. I also affirm, I have provided a valid license for inspection and that I am insured to operate a motor vehicle.

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

*AIRPORT STAFF: MAKE COPY OF DRIVERS LISCENSE*

**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, Finance Director  
**DATE:** 09/06/2022  
**SUBJECT:** QBS Exemption for S&ME Agreement

---

Rowan County wishes to use S&ME to provide engineering services for the County information needed prior to making a purchase of jury parking lot from First Baptist Church. G.S. 143-64.32 authorizes units of local government to exempt contracts for professional services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000. County policy states the County Manager may approve exemptions less than \$20,000. Or that the Board of Commissioners may approve exemptions less than \$50,000. The fee proposed for this work is \$20,000 plus reimbursable expenses.

Attached is agreement from S&ME for professional services

Board of Commissioners to approve exemption from Qualification-Based Selection process and authorize County Manager to enter into an agreement with S&ME for engineering services related to jury parking lot not to exceed \$20,000 plus reimbursable expenses.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
contract	8/24/2022	Backup Material



August 10, 2022

Rowan County Government  
130 West Innis Street  
Salisbury, North Carolina 28144

Attention: Mr. Aaron Church  
County Manager

Reference: **Proposal for Professional Services**  
**Rowan County Jury Parking Lot**  
Salisbury, Rowan County, North Carolina  
S&ME Proposal No. 22350584

Dear Mr. Church:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to provide professional services for the Rowan County Jury Parking Lot located at the southern quadrant of the intersection of West Liberty Street and North Jackson Street in Salisbury, Rowan County, North Carolina. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the fee for our services. An Agreement for Services (AS-071) is attached and is incorporated as part of this proposal.

## ◆ Background Information

This proposal is based on a telephone conversation and e-mail correspondence between Mr. Aaron Church, the Rowan County Manager, and Ms. Kristen Hill of S&ME between August 4 and 9, 2022. S&ME understands that Rowan County has requested a cost proposal for the performance of due diligence services prior to the potential purchase of the subject property. Rowan County currently leases the subject property for juror parking. S&ME understands that Rowan County is interested in purchasing the property; however, they are concerned about the possible presence of historical graves due to nearby historical cemeteries and other past uses of the site.

S&ME understands that the subject property is currently developed with a gravel parking lot, and the southeastern and southwestern portions of the subject property contain wooded land. Based on a review of the Rowan County Geographic Information Systems (GIS) website, the subject property is comprised of two adjoining tax parcels: 010-135 is located on the southeastern portion of the subject property, and parcel 010-132 comprises the northern and southwestern portions of the subject property.

Information on the two tax parcels that comprise the subject property is provided in the table below.



**Table 1: Summary of Parcel Information**

Parcel ID	Street Address	Acreage	Property Owner
010-132	219 N Jackson Street	0.63	First Baptist Church of Salisbury
010-135	219 W Liberty Street	0.12	First Baptist Church of Salisbury

The subject property is situated in downtown Salisbury, North Carolina. Property usage in the general area of the subject property is a mixture of commercial businesses, residential homes, and government buildings. The subject property is bordered by the Old English Cemetery to the southeast. First Baptist Church of Salisbury is located on the northwestern adjacent property across North Jackson Street.

A review of the 2021 aerial photograph on the Rowan County GIS website indicates that the subject property is currently an undeveloped gravel parking lot. Rowan County GIS indicates grades at the site range from elevation 742 to 748 feet, sloping downward from the south to the north.

At the request of Mr. Church, S&ME has prepared the following cost estimate to conduct the following due diligence services on the subject property:

- ◆ Phase I Environmental Site Assessment (ESA);
- ◆ Geophysical Survey;
- ◆ Limited Geotechnical Assessment.

Since Rowan County is concerned about the presence potential graves and/or historical environmental conditions, S&ME will conduct the proposed services in a phased approach. S&ME will complete the Phase I ESA and provide the data from the assessment to Rowan County prior to proceeding with the Geophysical Survey. S&ME will provide the data from the Geophysical Survey to Rowan County before initiating work on the Geotechnical Assessment. The phased approach will allow Rowan County to control the costs of the assessment, and if Rowan County does not want to proceed, then costs for services that are no longer required will not be incurred.

## ◆ Scope of Services

### Task 1 – Phase I ESA

The most widely utilized standard for performing Phase I ESAs is the standard developed by the ASTM International (ASTM) entitled E 1527 *Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment Process*. An assessment performed in accordance with this standard meets requirements for *All Appropriate Inquiries (AAI)* per 40 CFR Part 312 and may permit the User to qualify for certain *Landowner Liability Protections (LLPs)*.

The purpose of the assessment is to identify *recognized environmental conditions* (as defined in ASTM E 1527-13) in connection with the property. S&ME's approach to performing a Phase I ESA under the ASTM E 1527-13 Standard Practice includes the following subtasks:





### *Subtask I – Review of the Public Records*

A review of reasonably ascertainable and practically reviewable public records for the site and the immediate vicinity will be conducted to characterize environmental features of the site and to identify past and present land use activities, on or in the vicinity of the site, which may indicate evidence of *recognized environmental conditions*. The review of the public record will include:

Review of federal, State, and tribal standard environmental record sources as well as selected local sources in accordance with the specified minimum search distances in ASTM E 1527-13. The search of these records will be performed by a firm specializing in this service with results presented in a written report that will be appended to S&ME's Phase I ESA report. Review of regulatory file information may be reviewed if the subject property or adjoining properties is listed on one or more of the standard environmental record sources, the file information is reasonably ascertainable, and can be obtained within a reasonable timeframe and at a reasonable cost. The regulatory records will be reviewed to evaluate potential environmental impacts to the subject property from on-site and nearby sources to include soil, groundwater, and vaporous form contaminants.

Examination of one or more historical records sources such as: aerial photos, fire insurance maps, street directories, USGS 7.5-minute topographic maps, fire department or health department records for evidence suggesting past uses that might have involved hazardous substances or petroleum products.

### *Subtask II – Site Reconnaissance*

A site reconnaissance will be performed to identify visible signs of environmental conditions on or adjoining the property that might be indicative of activities resulting in hazardous substances or petroleum products being used or deposited on the property. The site reconnaissance will include the following activities:

Performing a visual reconnaissance of the subject property and adjoining properties (from public rights-of-way) for evidence of the possible presence of contaminants or contaminant sources.

The periphery of the property will be viewed and a walk-through of accessible areas of the site interior, including onsite structures, will be conducted if readily accessible.

Noteworthy site features and conditions will be photographed.

### *Subtask III – Interviews*

Interviews with appropriate local officials will be conducted to consider local knowledge of hazardous substances or petroleum products on the subject property or on adjacent properties. Past and current property owner(s), operators and key occupants will be interviewed regarding the potential for contamination at the property to the extent they have been identified by the client and that information likely to be obtained is not duplicative.

### *Subtask IV – Written Report*

Upon completion of the public record review, interviews and site reconnaissance, S&ME will provide a written report documenting findings, opinions and conclusions. The report will be issued in PDF format and will be submitted to via electronic mail. No paper copies of the report will be generated.



Our conclusions will be presented in terms of the presence or absence of *recognized environmental conditions* and/or *controlled recognized environmental conditions* as defined in ASTM E 1527-13. However, a conclusion of “no evidence of recognized environmental conditions or controlled recognized environmental conditions” should not be interpreted as a guarantee or warranty that the property is “clean” or free of all contaminants. Environmental conditions may exist on the property that may not be identified through the scope of ASTM E 1527.

### *Viability of the Phase I ESA*

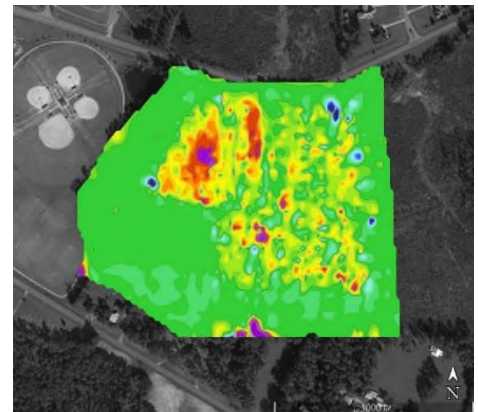
ASTM E 1527-13 states that an ESA “meeting or exceeding” this practice and completed less than 180 days prior to the date of acquisition or intended transaction is presumed to be valid if the report is being relied upon by the User for whom the assessment was originally prepared.

## **Task 2 – Geophysical Survey**

We will conduct a geophysical survey within the requested area that is accessible and without obstruction (e.g., walls, cars, vegetation/landscaping, etc.) in an effort to identify features potentially related to buried foundations, debris, historical burials, and other possible obstructions that might be presented at the site. The geophysical survey will utilize a combination of the Frequency Domain Electromagnetic (FDEM) and Ground Penetrating Radar (GPR) methods. Brief descriptions of these complementary techniques are presented in the following paragraphs.

### *Frequency Domain Electromagnetics (FDEM)*

FDEM is a non-invasive method that provides measurements of subsurface conductivity, which can be used to identify buried structures and/or other anomalous subsurface features. Both the conductivity and in-phase components of the electromagnetic field are recorded as a weighted bulk average. The “terrain” conductivity phase component is measured in millisiemens per meter (mS/m) and provides a measurement of conductivity. The in-phase mode, measured in parts per thousand (ppt), is responsive to highly conductive, metallic objects and/or material. In-phase data also provides comparison responses for discriminating features identified in the conductivity data sets. Data are acquired continuously with a user-defined measuring period (typically every 1 second or less) along a series of parallel and/or perpendicular lines. These measurements are supported with a global positioning system (GPS).



S&ME will perform the following FDEM services for this project:

- ◆ We anticipate collecting FDEM data along transects spaced at approximately 10 feet or less in general accordance with ASTM D6639 “Standard Guide for Using the Frequency Domain Electromagnetic Method for Subsurface Investigations” using a GF Instruments CMD Explorer conductivity meter with a GPS as positioning support.



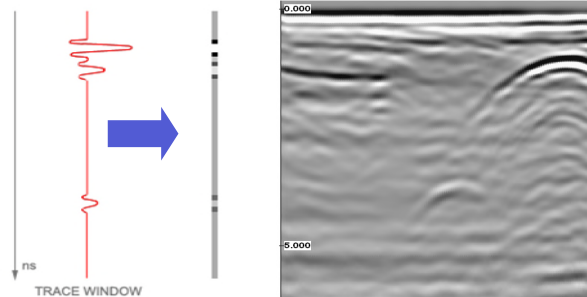
- ◆ Graphical results for both conductivity and in-phase components will be developed using Golden Software's Surfer® program.

### *Ground Penetrating Radar (GPR)*

GPR transmits electromagnetic waves into the subsurface from an antenna at a specific frequency which are then reflected back to a receiver from interfaces between materials with differing dielectric properties (e.g., soil/metal, soil/burial, etc.). The intensity of the reflected GPR wave is a function of the contrast in the electrical properties (i.e., dielectric) at the interface, the conductivity of the material that the wave is traveling through, and the frequency of the signal.

We propose to offer the following scope of GPR services for this project:

- ◆ We anticipate collecting GPR data along a 2-foot grid within the approximate 120-foot by 220-foot area. However, areas where our grid is impeded by surficial obstructions such as heavy vegetation, etc., we will perform transects as allowed by the site conditions
- ◆ Our GPR services will be performed in general accordance with ASTM D6432 "Standard Guide for Using the Surface Ground Penetrating Radar Method for Subsurface Investigation."
- ◆ We will use a Geophysical Survey Systems, Inc. (GSSI) GPR system with GPS positioning support and the data will be post-processed back in the office using the GSSI Radan® 7 GPR software.



### *Geophysical Reporting*

The results of the geophysical survey will be summarized as part of Phase I ESA report. The letter report will include our findings/conclusions and will also consist of a general discussion of the geophysical methods, equipment, data collection, and data processing. A site plan presenting our interpreted feature locations, FDEM data plots, and example GPR profiles will also be provided.

### **Task 3 – Limited Geotechnical Exploration**

Depending on the findings of the geophysical services, if appropriate, S&ME proposes to offer the following scope of geotechnical services for this project:

- ◆ Coordinate with Rowan County personnel for site access.



- ◆ Contact NC 811 to locate existing member utilities at the site.
- ◆ Perform 4 to 6 hand auger borings within the area of the existing parking lot. Locations will generally be selected in grass areas immediately adjacent to the gravel.
- ◆ Perform hand auger borings to depths of up to 5 feet below the existing ground surface. The hand auger borings will be terminated at depths shallower than those proposed if the hand auger borings cannot be manually advanced further. We have assumed up to 8 hours portal to portal for the field testing. DCP testing will be performed at approximate 1-foot intervals in general accordance with ASTM Specialty Publication STP 399. The soils encountered in the hand auger borings will be classified in the field by a geotechnical professional according to the Unified Soil Classification System (USCS) using visual/manual methods.
- ◆ Measure existing stone thickness at each hand auger boring location.
- ◆ Attempt water level measurements in the hand auger boreholes following completion of augering. For safety reasons, a secondary (i.e., 24-hour) water level measurement will not be performed.
- ◆ Backfill borings with cuttings.
- ◆ Stratify the soils encountered in the hand auger borings on-site by a geotechnical professional based on the Unified Soil Classification System.
- ◆ Prepare a subsurface exploration report summarizing our exploration methods, subsurface conditions encountered, and provide recommendations for site preparation and pavement thickness section recommendations, including potential re-use of the existing stone.

## Assumptions

Based on our experience with similar projects, we have made the following assumptions:

- ◆ Traffic conditions will include only passenger vehicles.

## ◆ Excluded Services

Without attempting to be a list of all services or potential services that will be excluded from this proposal and will not be performed by S&ME, the following services are specifically excluded from this proposal. If any of the excluded services are required, please contact us so that we can modify this proposal or prepare a proposal for additional activities.

## Task 1 - Phase I ESA

Unless specifically authorized as an addition to the Phase I ESA work scope, the assessment will not include any assessment of environmental conditions not specifically included in the ASTM E 1527-13 standard including, but not limited to sampling of materials (i.e., soil, soil vapor, surface water, groundwater, or air), or the assessment of business risk issues such as wetlands, asbestos-containing materials; lead-based paint; lead in drinking water; mold, fungi or bacteria in on-site buildings; regulatory compliance; cultural/ historic resources; industrial hygiene; health/safety; ecological resources; indoor air quality including vapor intrusion; radon or high voltage power lines. Further, the scope and cost of Tier 2 Vapor Encroachment Screening is excluded from the work proposed herein.



The proposed scope and fee for the Phase I ESA does not include attendance at client meetings or additional consultation to discuss the findings of the Phase I ESA after issuance of the Phase I ESA report, or communications regarding the potential impact of those findings on a proposed real estate transaction or site development. These services can be provided upon request from the client and will be performed on a time and expense basis.

## **Task 2 – Geophysical Survey**

Without attempting to be a list of all services or potential services that will be excluded from this proposal and performed by S&ME, the following services are specifically excluded from this proposal.

- ◆ The term “survey” or “surveying” used in this proposal refers to geophysical surveys, and not “land surveying” (determination of horizontal or vertical location). No “land surveying” is included in this proposal.
- ◆ Additional testing beyond that described above including but not limited to; confirmatory excavations and/or drilling necessary to “ground truth” the geophysical results, etc.
- ◆ Any necessary site clearing.
- ◆ Attendance at project team meetings.
- ◆ Addenda to the letter reports to address changes or additions to the proposed project not known to us at the time of this proposal.

## **Task 3 – Geotechnical Exploration**

- ◆ Surveying of as-drilled boring locations.
- ◆ Laboratory testing of soils.
- ◆ Additional drilling or test pits.
- ◆ Attendance at project team meetings.
- ◆ Addenda to the geotechnical report to address changes or additions to the proposed project not known to us at the time of this proposal.
- ◆ Construction-phase services. The monitoring of construction or testing of construction materials is beyond the proposed scope of geotechnical services.

## ◆ **Limitations**

### **Task 1 - Phase I ESA**

As indicated in ASTM E 1527-13, the practice is intended to constitute *all appropriate inquiries* to permit the User to satisfy one requirement to qualify for *Landowner Liability Protections* including the innocent landowner, contiguous property owner or bona fide prospective purchaser limitations on CERCLA liability in an approach that is both commercially prudent and reasonable. As such the ASTM standard practice seeks to reduce, but not eliminate, uncertainty regarding the potential for *recognized environmental conditions* in connection with the property. Further, *appropriate inquiry* does not imply an exhaustive assessment of real property, but instead calls for the environmental professional to identify a balance between competing demands of limited cost and time and the reduction of uncertainty about unknown conditions.



Please note that our ability to complete the services involved in the review of the public record within the project schedule often depends on the availability of certain maps and records that we may want to review or personnel whom we would want to interview. If we were to experience difficulties in this regard, we would inform you at the earliest possible time and obtain your concurrence on extending the evaluation time period or terminating that aspect of the evaluation with a discussion of the ramifications of producing the report without the benefit of that information. ASTM Standard Practice E 1527-13 states that information is reasonably ascertainable if it can be provided for review within 20 days of the request. If information which we request to review is not made available within a ten-day period, we would consult with you on whether to extend our scheduled completion date or to complete the project without the benefit of that information (either option will satisfy ASTM Standard Practice E 1527-13 requirements).

## **Task 2 – Geophysical Survey**

Regardless of the thoroughness of a geophysical survey, there is always a possibility that actual conditions may not match the interpretations. The results should be considered accurate only to the degree implied by the method used and the method's limitations and data coverage. Accordingly, the possibility exists that not all features at a project site will be located due to soil conditions or the occurrence of features outside the lateral limits and below the depth of penetration of the method used. As with most surface geophysical methods, resolution of the subsurface also decreases with depth. As such, the size and/or contrast of features compared to the imaged subsurface media must be significant enough to produce the anticipated response.

## **Task 3 – Geotechnical Exploration**

Please note the following limitations regarding the proposed geotechnical services:

- ◆ The generalized subsurface information to be obtained is intended to convey trends in subsurface conditions. The boundaries between strata will be approximate and idealized. They will be developed by interpretations of widely spaced borings. Therefore, actual subsurface conditions may vary between test locations.
- ◆ Hand auger borings have limitations with assessing debris in existing fills and test pits may be needed to further evaluate the subsurface conditions at this site.

## **◆ Client Responsibilities and Proposal Use**

The Scope of Services, fees and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

1. Provide access to the property.
2. Indicate restrictions, i.e., project confidentiality, on S&ME's performance of Phase I ESA services such as interviews and the site reconnaissance.
3. Provide the name and contact information for the past and present property owner(s), operators, and key occupants to enable us to conduct the interviews specified in ASTM E 1527-13.
4. As specified in E1527-13, it is the client's (user's) responsibility to:
  - A. complete the attached User Questionnaire,





- B.** review land title and judicial records for environmental liens or activity and use limitations (AULs), and
  - C.** Report these findings to the environmental professional responsible for completing the Phase I ESA.
- 5.** Provide copies of existing environmental reports or testing results relating to conditions at the subject property that may be available to the client (see attached checklist for *User-furnished Information*).
- 6.** Indicate exactly how the final environmental report is to be addressed such as to include a lender or other participant in the property transaction as a co-addressee. There will be an extra charge to reissue the environmental report.
- 7.** Ensure that requested survey areas are free of obstructions.
- 8.** Provide available information on any utilities serving the project site and the presence and accurate locations of hidden or obscure man-made objects relative to field tests or boring locations.

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to above-referenced project and client. No other use is authorized by S&ME.

## ◆ **Schedule**

S&ME will be prepared to initiate our services upon receipt of written authorization, including but not limited to site visits, clearing access for test locations, and marking of boring locations. Based on our current workload, the following proposed schedule is provided based upon receipt of authorization to proceed:

- ◆ **Phase I ESA (Task 1)** – Work associated with this task will begin within three days of authorization to proceed. The Phase I ESA report can be within approximately **four weeks** of initiation of project activities.
- ◆ **Geophysical Surveys (Task 2)** – Based on our current project backlog, we anticipate mobilization to the site within two (2) weeks of authorization and field efforts are anticipated to take up to three (3) days to complete. We will provide our geophysical results within two (2) weeks after completion of the field services. However, preliminary results will be provided for review as they become available.
- ◆ **Geotechnical Exploration (Task 3)** – Based on our current project backlog, we anticipate we would be able to mobilize to the site within 1 to 2 weeks following completion and analyses of the geophysical services. The field work will take one day to complete. We will issue our report within one week after completion of the geotechnical field services. Draft geotechnical findings, conclusions, and recommendations can normally be given during or upon completion of the field work, subject to confirmation by further engineering analysis.

## ◆ **Fee**

Our proposed lump sum fees for each of the requested services are outlined in the following table. If both services are selected, then the project budget would be a lump sum fee of **\$20,000**.





**Table 2: SERVICES SELECTION AND APPROVAL TABLE**

Service		Fee	Authorized	Declined
Task 1	Phase I ESA	\$2,900		
Task 2	Geophysical Survey	\$12,500		
Task 3	Preliminary Geotechnical Exploration	\$4,600		

***Please provide your initials in the boxes above to authorize or decline the proposed services.*** This quotation is valid for a period of 90 days.

If a paper copy of the final Phase I ESA report is requested, then a fee of \$300.00 will be charged for each paper copy of the report.

If the client will require reliance on the final Phase I ESA report to an entity other than Rowan County, then please provide the name of the additional entity when authorization for our services is provided. If the client requests a reliance letter to a separate entity after the final Phase I ESA report is issued, then a fee of \$500.00 per additional entity will be required. S&ME will not issue a reliance letter for the Phase I ESA report after the viability date has expired.

S&ME will submit progress invoices to our client monthly, and a final invoice upon completion of the proposed services. Each invoice, upon presentation, is due and payable by the client. Other payment terms and conditions are given on the attached Agreement for Services (AS-071).

### ◆ **Authorization**

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign the agreement and return to our office as your authorization of the proposed scope of services and the associated fee. Upon receipt of the signed agreement, we will execute the agreement, return a copy to you, and proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.



**Proposal for Professional Services**  
**Rowan County Jury Parking Lot**  
Salisbury, Rowan County, North Carolina  
S&ME Proposal No. 22350584

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

◆ **Closing**

S&ME appreciates this opportunity to offer our services on this project. Please contact us if you have any questions concerning this proposal or if you would like to schedule our services.

Sincerely,

**S&ME, Inc.**

A handwritten signature in blue ink, appearing to read 'Carl H. Hewett'.

Carl H. Hewett  
Senior Project Manager

A handwritten signature in blue ink, appearing to read 'David A. Bixler II'.

David A. Bixler II, P.E.  
Principal Engineer

A handwritten signature in blue ink, appearing to read 'Kristen H. Hill'.

Kristen H. Hill, PE, PG  
Office Principal

**Attachments:**

Phase I User Questionnaire  
User Furnished Information  
Agreement for Services (Form AS-071)



## User Questionnaire

In order to qualify for Landowner Liability Protections (LLPs), ASTM E 1527-13 specifies that the ESA User must provide the following information, if available, to the Environmental Professional. Failure to provide this information could make the ESA incomplete and the User unable to qualify for LLPs.

1. Are you aware of any environmental clean-up liens against the property that are filed or recorded under federal, tribal, state or local laws?
2. Are you aware of any Activity and Use Limitations (AUL's) such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, state or local laws?
3. As the User of this ESA, do you have any specialized knowledge or experience related to the subject property or nearby properties?
4. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If not, is the lower purchase price attributable to known or suspected contamination?
5. Are you aware of information about the property that would be helpful in identifying conditions indicative of contaminant releases, such as: a) past use of the property; b) presence of specific chemicals (past or present); c) spills or chemical releases at the property; or d) environmental cleanups that have taken place at the property?
6. As the User of this Phase I ESA and based on your knowledge and experience of the property, are there any obvious indicators that point to the presence or likely presence of contamination on the property?

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



### **User Questionnaire (continued)**

In addition, certain other information should be provided, although not necessarily to qualify for *LLPs*, including the following: contact information for past and current property owners, operators and key occupants; the reason for performing this ESA; and documentation showing the property address, location and boundaries.

7. What is the purpose of the Phase I ESA (i.e., why is it needed)?
  
  
  
  
  
8. Is the subject property on city utilities? If so, how long has the subject property been on the city system?  
\_\_\_ No                      \_\_\_ Yes (please explain below)
  
  
  
  
  
9. Is there or was there previously a septic system present at the subject property?  
\_\_\_ No                      \_\_\_ Yes (please explain below)
  
  
  
  
  
10. If there are buildings on the subject property, how are the buildings heated?  
\_\_\_ No                      \_\_\_ Yes (please explain below)
  
  
  
  
  
11. Have the buildings always been heated this way? If not, what was the prior heat source(s)?  
\_\_\_ Yes                      \_\_\_ No (please explain below)
  
  
  
  
  
12. If available, provide contact information for past and current property owners, operators and key occupants.
  
  
  
  
  
13. If not provided to S&ME previously, please provide documentation showing the property address, location and boundaries.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



### Phase I ESA – User-Furnished Information

The following is a list of documents and information that could be useful to S&ME in preparing your Phase I ESA. Please check the appropriate boxes below, sign, and fax or mail this form along with the signed Agreement for Services and completed client/landowner Questionnaire. We will contact you regarding review of any available materials. This form will be attached to, and made a part of, your completed Phase I ESA.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	1. Environmental site assessment reports
<input type="checkbox"/>	<input type="checkbox"/>	2. Environmental audit reports
<input type="checkbox"/>	<input type="checkbox"/>	3. Environmental permits (i.e. solid waste disposal permits, hazardous waste disposal permits, wastewater permits, NPDES permits)
<input type="checkbox"/>	<input type="checkbox"/>	4. Registrations for underground and above-ground storage tanks
<input type="checkbox"/>	<input type="checkbox"/>	5. Material safety data sheets (MSDS)
<input type="checkbox"/>	<input type="checkbox"/>	6. Community right-to-know plan
<input type="checkbox"/>	<input type="checkbox"/>	7. Safety plans; preparedness and prevention plans; spill prevention, counter-measure and control plans, etc.
<input type="checkbox"/>	<input type="checkbox"/>	8. Reports regarding hydrologic conditions on the property or surrounding area
<input type="checkbox"/>	<input type="checkbox"/>	9. Reports of any past or current environmental remediation on-site or on adjoining properties
<input type="checkbox"/>	<input type="checkbox"/>	10. Notices or other correspondence from any government agency relating to past or existing environmental liens encumbering the property
<input type="checkbox"/>	<input type="checkbox"/>	11. Hazardous waste generator notices or reports
<input type="checkbox"/>	<input type="checkbox"/>	12. Geotechnical studies
<input type="checkbox"/>	<input type="checkbox"/>	13. Report of earthwork or land filling activities on-site
<input type="checkbox"/>	<input type="checkbox"/>	14. Information concerning any pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products
<input type="checkbox"/>	<input type="checkbox"/>	15. Notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products
<input type="checkbox"/>	<input type="checkbox"/>	16. Disclosure of sumps, pits, drainage systems (i.e. the existence of and location)
<input type="checkbox"/>	<input type="checkbox"/>	17. Building plans (architectural, utility, structural)
<input type="checkbox"/>	<input type="checkbox"/>	18. Description of current site operations, including layout drawings or sketches
<input type="checkbox"/>	<input type="checkbox"/>	19. Title report/chain-of-title
<input type="checkbox"/>	<input type="checkbox"/>	20. Tax assessor records (previous owner and occupants)
<input type="checkbox"/>	<input type="checkbox"/>	21. Purchase price analysis (if lower than comparables)
<input type="checkbox"/>	<input type="checkbox"/>	22. Current and historical photographs of the site
<input type="checkbox"/>	<input type="checkbox"/>	23. Current and historical topographic maps of the site

I have reviewed the above list and checked the "Yes" box for those items that are available to S&ME for review and/or copy.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



## AGREEMENT FOR SERVICES

Form AS-071

Date:	Job Number:
S&ME, Inc. (hereafter Consultant)	Client Name: (hereafter Client)
Address:  City:  State:                                  Zip:	Address:  City:  State:                                  Zip:
Telephone:  Fax:	Telephone:  Fax:
<b>PROJECT</b>	
Project Name:  Project location: (Street Address)  City:                                  State:                                  Zip:	
<b>SERVICES TO BE RENDERED</b>	
Proposal Number:                                  dated:                                  is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- 1. ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.
- 2. CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.



Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:

CLIENT Accounts Payable contact phone number:

CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.  
  
By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS**:
  - (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
  - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
  - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
  - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
  - (e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
  - (f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.
  - (g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION:**

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY**: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

**CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: \_\_\_\_\_

S&ME, Inc.

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name / Title)

\_\_\_\_\_  
(Print Name / Title)

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

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

PROPOSAL NUMBER: \_\_\_\_\_

**Client's FAXED or DIGITAL signature to be treated as original signature**

**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:** 8/25/2022  
**SUBJECT:** 4H Grant for Butterfly Program

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The Cooperative Extension 4H program would like to apply for a \$6000 grant from the Salisbury Rowan Community Foundation to buy materials and curriculum for the NC 4H butterfly program. This would allow students in 50 Kindergarten classrooms to experience the life cycle of a butterfly in their classroom.

**Winged Wonders**

E.O. Wilson, the renowned naturalist, once called butterflies “the flowers of the air.” Beautiful with their brilliant colors, graceful flight, and benign behavior, butterflies enhance our landscapes and gardens. They are also indicators of a healthy environment and a healthy ecosystem. Butterflies play a role in pollination and serve as part of the food chain for other organisms. Butterflies serve as a gateway to understanding the natural world and a visual reminder of the need for conservation of all living things around us.

In this curriculum, youth will observe the wonders of the natural world unfolding in front of them by raising painted lady butterflies from larva through adulthood. Youth will experience the mystery of the butterfly life cycle while engaging in hands-on activities that explore concepts of insect structures and functions, compare insect behaviors and life cycles, and demonstrate the role everyone can play in environmental stewardship. This program will be implemented in the Rowan-Salisbury School System, as well as private, charter, and home schools in our county. The target audience is Kindergarten classrooms, though homeschool families may include different grade levels. The teachers will be trained on the curriculum and the supplies associated with this program so they can supplement their classroom instruction in a hands-on way. This will allow 4-H to extend their reach into schools/communities in which we do not already have a strong presence and to reach a more diverse population in our county.

Funding will be requested for the following (may be all of this or just the main big items) to create 50 classroom kits:

- butterfly rearing cages
- bound curriculum
- student flashcards printed on waterproof paper (5 sets x 2 kinds of flashcards) per classroom
- larva
- plastic dishes
- sponges

- butterfly food
- safety pins
- water spray bottles
- magnifying lenses
- children's book(s) that follow curriculum



**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:** August 25, 2022  
**SUBJECT:** ZTA 03-22: Schedule Public Hearing for September 19, 2022

---

**REQUEST**

**ZTA 03-22** is a text amendment application (attached) submitted by Rowan County, NC government to “Create (an) airport operations and aviation specific district applicable to MidCarolina Regional Airport when Salisbury relinquishes its ETJ over the area.”

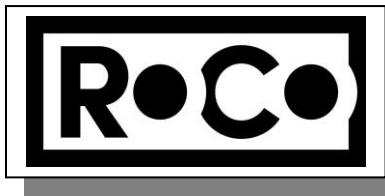
The proposed **ZTA 03-22** amendment updates airport-related definitions with Federal Aviation Administration (FAA) standards, creates an Airport Industrial (AI) district, amends the current Airport Zoning Overlay (AZO) and establishes a set of special requirements (SR) for uses permitted within the AI district.

**RECOMMENDATION**

The Planning Board forwards a favorable recommendation to the Commission on the ZTA 03-22 text and as such, the Commission is requested to schedule a public hearing to consider the text at its September 19, 2022 meeting.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Memo	8/25/2022	Cover Memo
ZTA 03-22 Application	8/25/2022	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 County Commission members  
From: Ed Muire, Rowan County Planning Director  
RE: **ZTA 03-22**  
Date: August 25, 2022

#### REQUEST

**ZTA 03-22** is a text amendment application (attached) submitted by Rowan County, NC government to “Create (an) airport operations and aviation specific district applicable to MidCarolina Regional Airport when Salisbury relinquishes its ETJ over the area.”

#### BACKGROUND

In 2013 the NC legislature approved a local bill requesting the Rowan County Airport be de-annexed from Salisbury City Limits, but the action did not remove the land area from Salisbury’s extraterritorial zoning jurisdiction (ETJ). A recent conflict between the City’s land development ordinance and an airport-related building project prompted the County to request the City consider relinquishing its ETJ applicable to the airport. The City was receptive and has scheduled a public hearing on the ETJ recension for September 20, 2022.

Anticipating this action, Staff has been preparing text for an airport specific district with cooperation from the Airport Services Director, Valerie Steele, and aviation consultant Talbert Bright & Ellington.

#### CONTENT

The proposed **ZTA 03-22** amendment updates airport-related definitions with Federal Aviation Administration (FAA) standards, creates an Airport Industrial (AI) district, amends the current Airport Zoning Overlay (AZO) and establishes a set of special requirements (SR) for uses permitted within the AI district.

The ***bold italicized text*** and ~~strikethrough text~~ within the excerpted sections below represents the proposed **ZTA 03-22**.

#### Section 21-4. Definitions Excerpt

*Approach surface* means the surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. ~~The inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of sixteen thousand (16,000) feet as provided for precision instrument runways. The approach surface~~

~~extends from the primary surface along the extended runway centerline for a horizontal distance of ten thousand (10,000) feet at a slope of 50:1 with an additional forty thousand (40,000) feet at a slope of 40:1.~~

*Horizontal surface* means a horizontal plane one hundred fifty (150) feet above the established airport elevation of seven hundred seventy-two **and three tenths (772.3)** feet mean sea level, the perimeter of which is constructed by swinging arcs with a radius of ten thousand (10,000) feet from the center of each end of the primary surface of each end of the runway, including any planned extensions, and connecting the adjacent arcs by lines tangent to those arcs.

***Non-Precision Approach Zone means the inner edge of this approach zone coincides with the width of the primary surface and is one thousand (1,000) feet wide. The approach zone expands outward uniformly to a width of four thousand (4,000) feet at a horizontal distance of ten thousand (10,000) feet from the primary surface at a slope of 34:1. Its centerline is the continuation of the centerline of the runway.***

***Non-precision instrument runway means a runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved, or planned, and for which no precision approach facilities are planned, or indicated on an FAA planning document or military service military airport planning document.***

***Precision Approach Zone means the inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of sixteen thousand (16,000) feet as provided for precision instrument runways. The approach surface extends from the primary surface along the extended runway centerline for a horizontal distance of ten thousand (10,000) feet at a slope of 50:1 with an additional forty thousand (40,000) feet at a slope of 40:1.***

*Transitional surface* means the surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of 7:1 from the sides of the primary surface ***until it intersects with the Horizontal or Conical surface*** and from the sides of the approach surfaces. Transitional surfaces for those portions of the precision approach surface which project through and beyond the limits of the conical surface, extend a distance of five thousand (5,000) feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.

## **Sec. 21-31. Zoning districts established.**

(b) The following general use and overlay districts are established:

(1) *General zoning districts:*

- |   |                                   |
|---|-----------------------------------|
| a. Rural Agricultural (RA)                | h. 85-ED-1                        |
| b. Rural Residential (RR)                 | i. 85-ED-2                        |
| c. Residential Suburban (RS)              | j. 85-ED-3                        |
| d. Multifamily Residential (MFR)          | k. 85-ED-4                        |
| e. Manufactured Home Park District (MHP)  | l. Industrial (IND)               |
| f. Neighborhood Business (NB)             | m. Institutional (INST)           |
| g. Commercial, Business, Industrial (CBI) | <b>n. Airport Industrial (AI)</b> |

## **Sec. 21-32. General zoning districts defined; purpose and intent.**

***(j) Airport Industrial, AI. This district is established for airport-specific or related businesses that will be located, designed, constructed and maintained in a manner compatible with aviation operations. Uses in the AI district tend to focus on manufacturing, transportation, services and public administration with standards designed to promote safety and compatibility with the MidCarolina Regional Airport Layout Plan (ALP) adopted by the Rowan County Board of Commissioners. Any use(s) or proposed structure(s) located on Rowan County property is subject to approval by the Rowan County Board of Commissioners and shall comply with MidCarolina Regional's minimum standards and applicable Federal Aviation Administration (FAA) rules and regulations including FAA 7460-1 Notice of Proposed Construction or Alteration.***

***Properties owned by Rowan County, NC that encompass and adjoin the MidCarolina Regional Airport will comprise the district. District boundaries may be amended by addition of contiguous parcels via the map amendment process prescribed in Section 21-362.***

## **Sec. 21-33. Overlay districts.**

Overlay districts are zoning districts, which are applied only in conjunction with other zoning districts, and may grant additional use of development requirements upon the underlying zoning districts. The effect is to have both the overlay district and the underlying zoning controlling the use and development of the lot. Overlay districts are applicable on an area wide basis to support specific public policy objectives and as such should be consistent with adopted land use plans. Overlay districts may be applied to conventional and conditional zoning districts. An overlay district may be initiated as an amendment by the board of commissioners, planning board, planning staff, or the property owner or their designated representative.

(1) ***Airport Zone Overlay, AZO.*** The zones and restrictions established in this subsection are designed to limit the height of structures surrounding the county airport's established elevation of seven hundred seventy-two (772.3) feet above mean sea level (msl) in order to prevent hazards to the lives and property of the users of the airport and the occupants of land in the vicinity.

- a. ***Uses allowed.*** The use requirements of the underlying district apply to the AZO district. However, all uses must be in conformance with the provisions of this section.
- b. ***Establishment of zones.*** To carry out the provisions of this section, there are hereby created and established certain civil airport imaginary surfaces which ~~include all~~ **consist**

of the land lying beneath the approach surface, **including the non-precision and precision approach zones**; transitional surface; horizontal surface; conical surface; and primary surface. These civil airport imaginary surfaces are established with relation to the Rowan County Airport runway and proposed extensions of thereof. Such imaginary surfaces are **defined in Section 21-4 and** shown on the Official County Airport Zoning Map prepared by the Rowan County Planning Department and dated **September 19, 2022** ~~October 4, 2004~~, which is adopted and incorporated herein by reference. The size of each such imaginary surface is based on the ~~categorization~~ **category** of this ~~each~~ runway as ~~having both a precision instrument~~ **according to the type of approach available or planned for that** runway. The slope and dimensions of the imaginary **approach** surfaces, applied to each end of a runway, are determined by the most precise approach **procedure** existing or planned for the runway end. ~~The surfaces are hereby established and defined as follows:~~

- ~~1. **Horizontal surface.** A horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which is constructed by swinging arcs with a radius of ten thousand (10,000) feet from the center of each end of the primary surface of each end of the runway, including any planned extensions, and connecting the adjacent arcs by lines tangent to those arcs.~~
- ~~2. **Conical surface.** A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of four thousand (4,000) feet.~~
- ~~3. **Primary surface.** A surface longitudinally centered on a runway. The primary surface extends two hundred (200) feet beyond each end of the runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of the primary surface is one thousand (1,000) feet as required for precision runway landings.~~
- ~~4. **Approach surface.** A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface.
  - ~~i. The inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of sixteen thousand (16,000) feet as provided for precision instrument runways.~~
  - ~~ii. The approach surface extends for a horizontal distance of ten thousand (10,000) feet at a slope of 50:1 with an additional forty thousand (40,000) feet at a slope of 40:1.~~~~
- ~~5. **Transitional surface.** These surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of 7:1 from the sides of the primary surface and from the sides of the approach surfaces. Transitional surfaces for those portions of the precision approach surface which project through and beyond the limits of the conical surface, extend a distance of five thousand (5,000) feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.~~

## **Sec. 21-61. Conditional districts.**

(a) *Purpose.* There are instances where certain uses may have significant impacts on the surrounding area and the county which cannot be predetermined and controlled by general district standards. As a result, a general zoning district designation is clearly inappropriate for a property, but a specific use or uses permitted as a conditional district subject to development requirements to address the anticipated impacts would be consistent with the spirit and intent of

this chapter. This voluntary procedure must be petitioned by the property owner or their authorized agent as a firm development proposal and not for securing early zoning for tentative uses which may not be undertaken for a long period of time.

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

**Sec. 21-66. General criteria for uses listed SR in the AI District in section 21-113.**

***Uses listed as SR in the AI District in section 21-113, the table of uses, shall comply with the following criteria, as applicable:***

- (1) Site plan. A site plan shall be provided showing the existing lot, existing and proposed buildings, and criteria required herein.***
- (2) Lighting. Any outdoor or building mounted lighting shall be shielded or directed downward to prevent upward illumination that may create interference with airport operations.***
- (3) Building material. No glare-producing material shall be used as exterior siding or as roofing on any building.***
- (4) Building height. The maximum height for any building or structure not associated with administration or operation(s) of the MidCarolina Regional Airport shall be limited to the lesser of the Airport Zoning Overlay (AZO) or thirty-five (35') feet***
- (5) Parking. Parking shall be as prescribed in Article VII, Parking, for that use.***
- (6) Signage. Signage is preferred to be building mounted, otherwise free-standing signage in the AI district shall be limited to one (1) location per site at a maximum height subject to the lesser of the Airport Zoning Overlay or twenty-five (25) feet***
- (7) Outdoor storage. All outside storage areas, including dumpsters, shall be:***
  - a. Sited to the rear of the building;***
  - b. Not within the required setbacks.***

- c. Completely screened from adjacent residentially zoned property by means of an opaque fence no less than six (6) feet in height.
- d. Aviation fuel storage locations are subject to compliance with National Fire Protection Association (NFPA) standard 407 and safety standards established by North Carolina Department of Insurance and the Federal Aviation Administration.

(8) **Setbacks.** Front yard setbacks shall be measured at fifty (50) feet from the edge of the road right-of-way with side and rear yard setbacks measured at ten (10) feet from the property line or lease area. When multiple buildings or structures occupy a parcel(s), a twenty-five (25) foot separation between structures shall be provided in lieu of a side and rear yard setback.

## Sec. 21-84 Table of dimensional requirements

DISTRICTS	RA	RR	RS	MHP	MFR	AI	CBI	NB	INST	IND
Minimum zone lot size <sup>(1)(3)</sup>										
Septic tank and individual or multi-connection well	20,000 sq ft	20,000 sq ft	20,000 sq ft	6 acres	2 acre with 3 du/acre <sup>(2)</sup>	N/A	N/A <sup>(2)</sup>	20,000 sq ft	N/A	N/A
Minimum zone lot size <sup>(1)(3)</sup>										
Public water or community water or Public sewer or approved package treatment plant	15,000 sq ft	15,000 sq ft	15,000 sq ft	6 acres	2 acre with 8 du/acre <sup>(2)</sup>	N/A	N/A <sup>(2)</sup>	15,000 sq ft	N/A	N/A
Minimum zone lot size <sup>(1)(3)</sup>										
Public water and sewer	10,000 sq ft	10,000 sq ft	10,000 sq ft	6 acres	2 acre with 12 du/acre <sup>(2)</sup>	N/A	N/A <sup>(2)</sup>	10,000 sq ft	N/A	N/A
Minimum lot width at right-of-way	35 ft	35 ft	35 ft	35 ft	35 ft <sup>(6)</sup>	<b>35 ft</b>	35 ft	35 ft	35 ft	35 ft
Minimum lot width at Building setback line	70 ft	70 ft	70 ft	70 ft	70 ft <sup>(6)</sup>	<b>70 ft</b>	70 ft	50 ft	70 ft	70 ft
Minimum lot depth										
Without public water & sewer	150 ft	150 ft	150 ft	150 ft	150 ft <sup>(6)</sup>	<b>100 ft</b>	100 ft <sup>(2)</sup>	100 ft <sup>(2)</sup>	150 ft	150 ft
Public water and sewer	125 ft	125 ft	125 ft	125 ft	125 ft <sup>(6)</sup>	<b>100 ft</b>	100 ft	100 ft	125 ft	150 ft
Principal structure setback										
Front Yard <sup>(4)</sup>	30 ft	30 ft	50 ft	50 ft	50 ft <sup>(6)</sup>	<b>50 ft</b>	50 ft <sup>(2)</sup>	30 ft	30 ft	50 ft
Side street	20 ft	20 ft	25 ft	50 ft	50 ft <sup>(6)</sup>	<b>30 ft</b>	30 ft <sup>(2)</sup>	20 ft	20 ft	30 ft
Side yard <sup>(4)</sup>	10 ft	10 ft	10 ft	50 ft	50 ft <sup>(6)</sup>	<b>10 ft</b>	10 ft or 0 ft <sup>(2)</sup>	10 ft or 0 ft <sup>(7)</sup>	10 ft	10 ft or 0 ft
Rear yard <sup>(4)</sup>	10 ft	10 ft	20 ft	50 ft	50 ft <sup>(6)</sup>	<b>10 ft</b>	10 ft or 0 ft <sup>(2)</sup>	10 ft or 0 ft <sup>(2)(7)</sup>	10 ft	10 ft or 0 ft
Accessory structure setback <sup>(8)</sup>										
Front	30 ft	30 ft	50 ft	50 ft <sup>(5)</sup>	50 ft <sup>(6)</sup>	<b>50 ft</b>	10 ft	10 ft	10 ft	10 ft
Any right-of-way	10 ft	10 ft	10 ft	30 ft <sup>(5)</sup>	50 ft <sup>(6)</sup>	<b>10 ft</b>	10 ft	10 ft	10 ft	10 ft
Side and rear yard	10 ft	10 ft	10 ft	10 ft <sup>(5)</sup>	10 ft <sup>(6)</sup>	<b>10 ft</b>	10 ft	10 ft	10 ft	10 ft



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

<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>		Zoning Districts									
		Residential					Nonresidential				
		RA	RR	RS	MHP	MFR	AI	CBI	NB	INST	IND
Use											
<b>Construction</b>											
SIC											
16	Heavy construction other than building construction – contractors	SR	SR				SR	P	SR		P
17	Construction – special trade	SR	SR				SR	P	SR		P
<b>Manufacturing</b>											
34	Fabricated metal products, except machinery and transportation equipment, <i>all except</i>	SR	SR				SR	P	SR		P
35	Industrial and commercial machinery and computer equipment	SR	SR				SR	P	SR		P
36	Electronic and other electrical equipment and components, except computer equipment, <i>all except</i>	SR	SR				SR	P	SR		P
37	Transportation equipment	SR	SR				SR	P	SR		P
38	Measuring, analyzing and controlling instruments	SR	SR				SR	P	SR		P
39	Miscellaneous manufacturing industries	SR	SR				SR	P	SR		P
<b>Transportation, communications, electric, gas and sanitary services</b>											
41	Local & suburban transit, interurban highway passenger transportation	SR	SR				SR	P	SR		P
42	Motor freight transportation and warehousing, <i>all except</i>	SR	SR				SR	P	SR		P
4226 (pt)	Oil and gasoline storage caverns for hire and petroleum and chemical bulk stations and terminals for hire						SR(A)	P			P
45	Transportation by air						SR	P			P
47	Transportation services, <i>all except</i>						SR	P			P
472	Arrangement of passenger transportation	SR	SR				SR	P	SR		P
<b>Services</b>											
73	Business services	SR	SR				SR	P	SR		P
76	Misc repair services	SR	SR				SR	P	SR		P
7999	Amusement and recreation services, NEC, <i>all except</i>						SR	P	SR		P
82	Educational services, <i>all except</i>	P	P	P			SR	P	P	P	P
<b>Public administration</b>											
91	Executive, legislative and general government, except finance						SR	P		P	P
92	Justice, public order, safety, <i>all except</i>							P		P	P
9221	Police protection	P	P	P	P	P	SR	P	P	P	P
9224	Fire protection	P	P	P	P	P	SR	P	P	P	P
	Ambulance stations	P	P	P	P	P	SR	P	P	P	P
	Rescue squads	P	P	P	P	P	SR	P	P	P	P
97	National security and international affairs						P	P		P	P
<b>Unclassified</b>											
	Multi-tenant developments						SR	SR	SR	SR	SR
<b>SEE ARTICLE III. FOR SPECIAL REQUIREMENTS AND SPECIAL USE CRITERIA FOR SPECIFIC USES.</b>											

## PROCEDURAL REQUIREMENTS

As provided in Section 21-361(b) of the Zoning Ordinance, the Planning Board provides a favorable recommendation and adopted this Statement of Consistency for consideration of **ZTA 03-22**.

***ZTA 03-22 is reasonable, appropriate and necessary to meet the development and aviation needs of Rowan County not previously envisioned by the Western Area Land Use Plan based on the fact MidCarolina Regional Airport was within the City of Salisbury's zoning jurisdiction at the time of plan adoption. The ZTA 03-22 amendments utilize Federal Aviation Administration (FAA) terms and guidelines to establish surface and height limitations appropriate for a general aviation airport and creates standards for land uses in an airport specific zoning district intended to promote aviation related businesses and continued airport operations.***

***Furthermore, this adoption is deemed an amendment to the Western Area Land Use Plan.***



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 03-22  
Date Filed August 3, 2022  
Received By MEM  
Amount Paid N/A

Office Use Only

EnerGov: ZTA-018412-2022

## ZONING TEXT AMENDMENT APPLICATION

### APPLICANT INFORMATION

Name: Rowan County, NC  
Signature: *Greg Edds*  
Phone: 704-216-8180 Email: greg.edds@rowancountync.gov  
Address: 130 W. Innes Street  
Salisbury, NC 28144

### AGENT INFORMATION:

Name: Aaron Church, County Manager  
Signature: *Aaron Church*  
Phone: 704-216-8180 Email: aaron.church@rowancountync.gov  
Address: 130 W. Innes Street  
Salisbury, NC 28144

SECTION(S) Chapter 21 Section 4; 31; 32(j); 33; 61; 66; 84;113; 363

### DESCRIPTION OF REQUESTED CHANGE:

Create airport operations and aviation specific district applicable to  
MidCarolina Regional Airport (RUQ) when Salisbury relinquishes its ETJ  
over the area

### OFFICIAL USE ONLY

1. Signature of Coordinator: *SE* 2. Planning Board Courtesy  
Hearing: 8 / 22 / 22 3. Planning Board Action: Approved X Denied      4. Board of  
Commissioners Public Hearing:      /      /      5. Dates Advertised: 1<sup>st</sup>      /      /      2<sup>nd</sup>      /      /       
6. BOC Action: Approved      Denied      7. Date Applicant Notified:      /      /

ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE



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

**MEMO TO COMMISSIONERS:**

**FROM:** Ed Muire, Planning Director  
**DATE:** August 25, 2022  
**SUBJECT:** Z 07-22: Schedule Public Hearing for September 19, 2022

---

**BACKGROUND**

In 2013 the NC legislature approved a local bill requesting the Rowan County Airport be de-annexed from Salisbury City Limits, but the action did not remove the land area from Salisbury jurisdiction (ETJ). A recent conflict between the City's land development ordinance and an airport-related building project prompted the County to request the City consider relinquishing jurisdiction over the airport. The City was receptive and has scheduled a public hearing on the ETJ recension for September 20, 2022. NCGS 160D-202(h) provides that when a city relinquishes zoning jurisdiction over an area to a county, the city's regulations remain in effect until the county has adopted jurisdiction over the area, or 30 days from the date of action by the city, whichever is sooner.

**RECOMMENDATION**

The Planning Board forwards a favorable recommendation on the Z 07-22 application and as such, the Commission is requested to schedule a public hearing to consider the application.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Memo	8/25/2022	Cover Memo
Z 07-22 Application	8/25/2022	Backup Memo
Z 07-22 Zoning & Vicinity Map	8/25/2022	Exhibit
AI-CD Site Plan	8/25/2022	Exhibit



## **Z 07-22 Staff Report**

**PROPERTY OWNER:** Rowan County, NC  
**APPLICANT:** Rowan County, NC  
**REQUEST:** Airport Industrial (AI) District; Airport Industrial Conditional District (AI-CD) and Rural Residential (RR) for County-owned parcels to be relinquished from Salisbury's ETJ

### **PROPERTY INFORMATION**

---

**Site Address:** 3670 Airport Loop Rd

**Tax Parcels:** 460-184; 461-077; 461-185; 461-187; 462-012; 469-024 (portion); 469-063; 469-064; 470-001000001 (portion); 470-037; and 471-043 for Airport Industrial (AI) 469-020; 469-024 (portion); 469-039; 469-049; 469-055; 461-077; and 470-001000001 (portion) for Airport Industrial Conditional District 460-063 and 460-165 for Rural Residential (RR)

**Acreage:** 578.9 Total Calculated Acreage

- 295.19 in Airport Industrial
- 281.1 approximate acres in AI-CD
- 2.61 acres in Rural Residential

### **BACKGROUND**

---

In 2013 the NC legislature approved a local bill requesting the Rowan County Airport be de-annexed from Salisbury City Limits, but the action did not remove the land area from Salisbury's extraterritorial zoning jurisdiction (ETJ). A recent conflict between the City's land development ordinance and an airport-related building project prompted the County to request the City consider relinquishing its ETJ applicable to the airport. The City was receptive and has scheduled a public hearing on the ETJ recension for September 20, 2022.

NCGS 160D-202(h) provides that when a city relinquishes zoning jurisdiction over an area to a county, the city's regulations remain in effect until the county has adopted jurisdiction over the area or for sixty (60) days from the date of action by the city, whichever is sooner.

### **PROPERTIES**

---

The rezoning request consists of eighteen (18) Rowan County owned parcels currently located in Salisbury's extraterritorial zoning jurisdiction (ETJ). All affected parcels are currently zoned Light Industrial (LI) with exception of TP: 460-063 and 460-165 which are GR-6. All parcels have some tangible use or benefit associated with MidCarolina Regional Airport.

## **ZONING ANALYSIS**

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**Current Zone:** Light Industrial (LI) and General Residential (GR-6)

**Requested:** Airport Industrial (AI) & AI Conditional District (AI-CD) and Rural Residential (RR)  
The majority of affected properties are requested to be zoned the newly created Airport Industrial (AI) district and the airport proper is proposed for AI-CD to coincide with the Airport Layout Plan adopted by the County Commission in October 2016. The parcels located on the north side of Rowan Mill Rd are proposed for the RR category.

---

**Plan** The site is located in the Western Area Land Use Plan

**Conformity**

As the Western Area Plan was adopted April 2009, no recommendations for the airport were included in the document. Geographically, this site lies west of I-85, but commercial and industrial recommendations for I-85 and US 29 are found in the Eastern Land Use Plan.

Future land use recommendations for this one-mile-wide corridor between Salisbury and China Grove generally suggest commercial, industrial and mixed uses are appropriate in the corridor. Adaptive re-use and aggregating smaller tracts and infill projects; heavy impact uses that utilize the rail corridor; and uses such as light manufacturing, distribution, bio-tech and motorsports are encouraged.

---

**Purpose & Intent** The primary reason for this request is for the County to establish zoning jurisdiction over the area and to promote continued airport operations and encourage new aviation-related business at MidCarolina.

---

**Compatibility Of Uses** The AI district is more “airport specific” than the current Light Industrial (LI) and focuses on manufacturing and transportation related businesses as opposed to the general nature of LI. The AI district was drafted with the intent to promote uses associated with MidCarolina subject to special requirements in keeping with Federal Aviation Administration (FAA) guidelines.

Application of the Rural Residential (RR) zoning is consistent with current GR-6.

## **STAFF COMMENTARY**

---

The Airport Industrial Conditional District (AI-CD) portion of the request is effectively the Airport Layout Plan (ALP) adopted by the County Commission October 2016. The 2016 ALP was a map update to the overall Airport Master Plan (AMP) adopted by the Commission in 2008. Much like a land use plan, the AMP provides guidelines for future development of the airport and is relied upon by FAA and NCDOT when considering funding and expansion requests. The 2016 ALP was prepared as a supplement to the AMP when it became apparent that due to environmental and financial constraints, the proposed one-thousand-foot (1000') extension to the southern end of the runway would no longer be pursued.

The accompanying .pdf is an excerpt from the 2016 ALP and is proposed for consideration as the AI-CD site plan for future development on MidCarolina proper.

#### **PLANNING BOARD RECOMMENDATION**

---

As required by Section 21-362(j) the Planning Board adopted a Statement of Reasonableness analyzing the request. The factors for consideration included:

- (a) The size, physical conditions, and other attributes of the area proposed to be rezoned;
- (b) The benefits and detriments to the landowners, the neighbors, and the surrounding community;
- (c) The relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment;
- (d) Why the action taken is in the public interest; and
- (e) Any changed conditions warranting the amendment.

The Planning Board's statement, for consideration or adoption by the Board is:

***Z 07-22 is reasonable, appropriate and necessary to meet the development and aviation needs of Rowan County not previously envisioned by the Western and Eastern Area Land Use Plans based on the fact MidCarolina Regional Airport was within the City of Salisbury's zoning jurisdiction at the time both plans were adopted. The Z 07-22 application is consistent with the Airport Layout Plan adopted by the County Commission in 2016 and the overall request comprises 578.9 contiguous acres. The proposed locations of the AI, AI-CD and RR districts are reasonably positioned based on current use of all properties involved and are compatible with adjoining properties in the City's jurisdiction. The recommendation for approving the Z 07-22 amendment is reasonable and in the public interest given the City's intent to relinquish its zoning jurisdiction over the affected area.***

***Furthermore, this adoption is deemed an amendment to the Western and Eastern Area Land Use Plans.***





Rowan County Department of  
Planning & Development  
402 N. Main Street Suite 204  
Salisbury, NC 28144  
Phone (704) 216-8588  
Fax (704) 638-3130  
[www.rowancountync.gov](http://www.rowancountync.gov)

Case # **Z 07-22**  
Date Filed August 3, 2022  
Received By MEM  
Amount Paid N/A

Office Use Only

EnerGov: Z-018410-2022

## REZONING APPLICATION

### OWNERSHIP INFORMATION:

Name: Rowan County, NC

Signature: *Greg Edds*

Phone: 704-216-8180

Email: greg.edds@rowancountync.gov

Address: 130 W. Innes Street Salisbury, NC 28144

### APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Aaron Church, County Manager

Signature: *Aaron Church*

Phone: 704-216-8180

Email: aaron.church@rowancountync.gov

Address: 130 W. Innes Street Salisbury, NC 28144

### PROPERTY DETAILS:

Tax Parcel(s): Refer to Exhibit A attachment Size (sq.ft. or acres): 572.63 calculated acres

Property Location: Mid Carolina Regional Airport (RUQ) on Airport Rd and Airport Loop Rd

Current Land Use: Airport Operations and Aviation Related Uses

Date Acquired: Various Deed Reference: Book \_\_\_\_\_ Page \_\_\_\_\_

### REQUEST DETAILS:

Existing Zoning District LI (Light Industrial) by City of Salisbury

Requested Zoning District AI (Airport Industrial) and AI(CD) by Rowan County

If requesting a conditional zoning district, list proposed use or uses: Refer to Adopted ALP

Additional information enclosed restricting the conditional use district? Yes ☒ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☒ No ☐

### AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), \_\_\_\_\_, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): \_\_\_\_\_

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

Name of Applicant / Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires \_\_\_\_\_, 20 \_\_\_\_.

SEAL

### OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: Ed J. 2. Planning Board

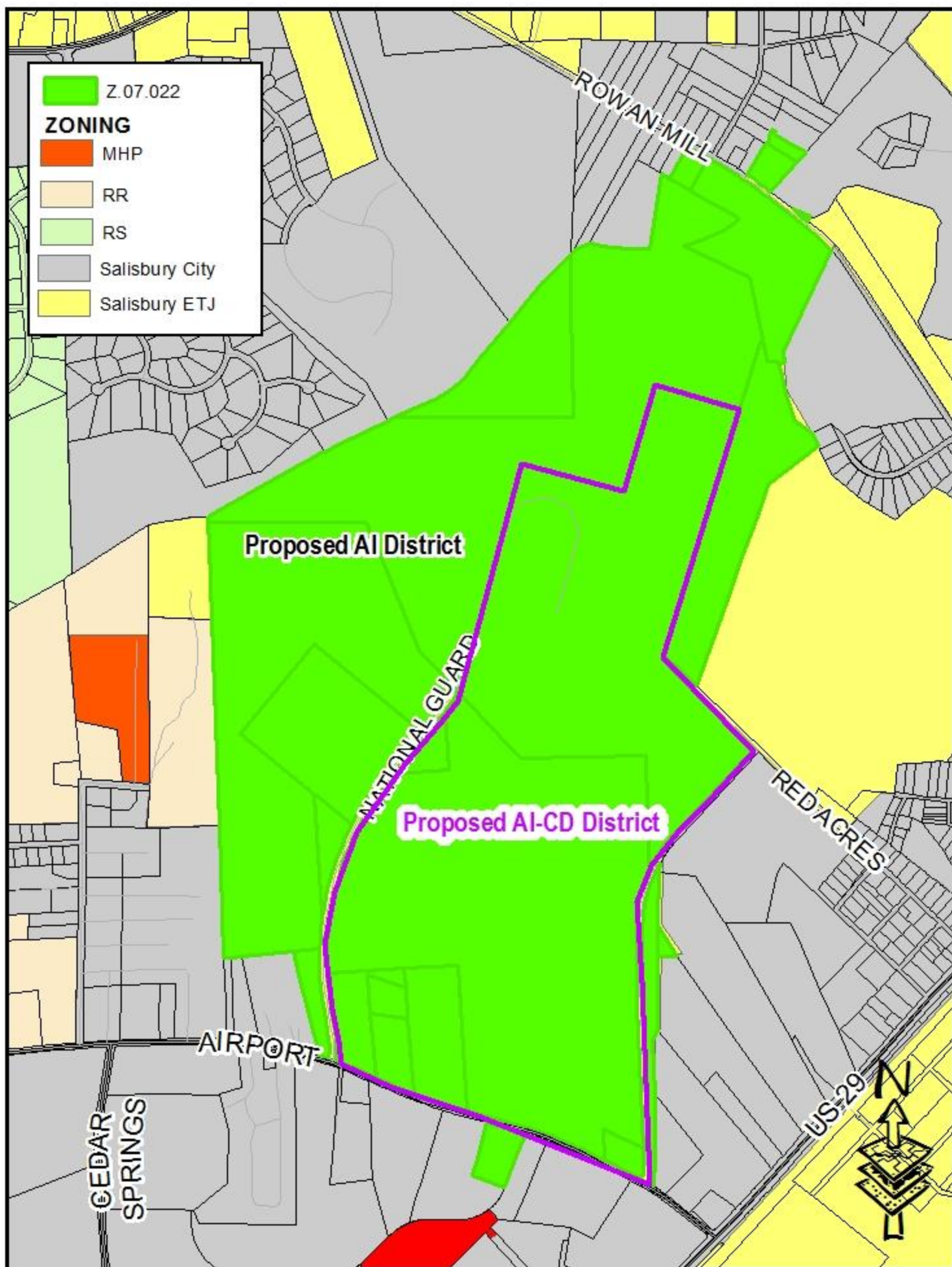
Courtesy Hearing: 8 / 22 / 22 3. Notifications Mailed: 8 / 12 / 22 4. Property Posted:

8 / 12 / 22 5. Planning Board Action: Approved ☒ Denied \_\_\_\_\_ 6. Board of Commissioners

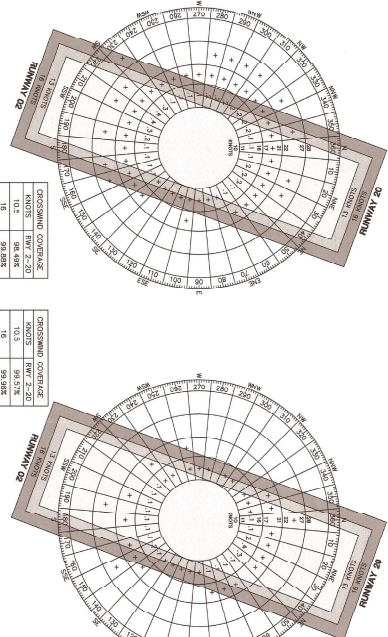
Public Hearing: \_\_\_\_\_ 7. Notifications Mailed: \_\_\_\_\_ 8. Property Posted:

\_\_\_\_\_ 9. Dates Advertised: 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 10. BOC Action: Approved

\_\_\_\_\_ Denied \_\_\_\_\_ 11. Date Applicant Notified: \_\_\_\_\_



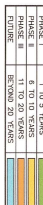




ALL WEATHER WIND ROSE

FR WIND ROSE

DEVELOPMENT STAGES



RUNWAY PROTECTION ZONES (RPZ)

RPZ	WIDTH (ft)	LENGTH (ft)	WIDTH (ft)	LENGTH (ft)	WIDTH (ft)	LENGTH (ft)
1	100	1000	100	1000	100	1000
2	100	1000	100	1000	100	1000
3	100	1000	100	1000	100	1000

SURVEY MONUMENT DATA

NO.	NAME	EASTING	NORTHING	HEIGHT
1	NO. 1 SURVEY MONUMENT	661,184.4	1,541,828.5	712.22
2	NO. 2 SURVEY MONUMENT	661,184.4	1,541,828.5	712.22
3	NO. 3 SURVEY MONUMENT	661,184.4	1,541,828.5	712.22

DISCARD DISTANCE TABLE

TYPE OF SURFACE AVAILABLE (FT)	EXISTING (ft)	EXISTING (ft)	EXISTING (ft)	EXISTING (ft)
1	5,000	5,000	5,000	5,000
2	5,000	5,000	5,000	5,000
3	5,000	5,000	5,000	5,000

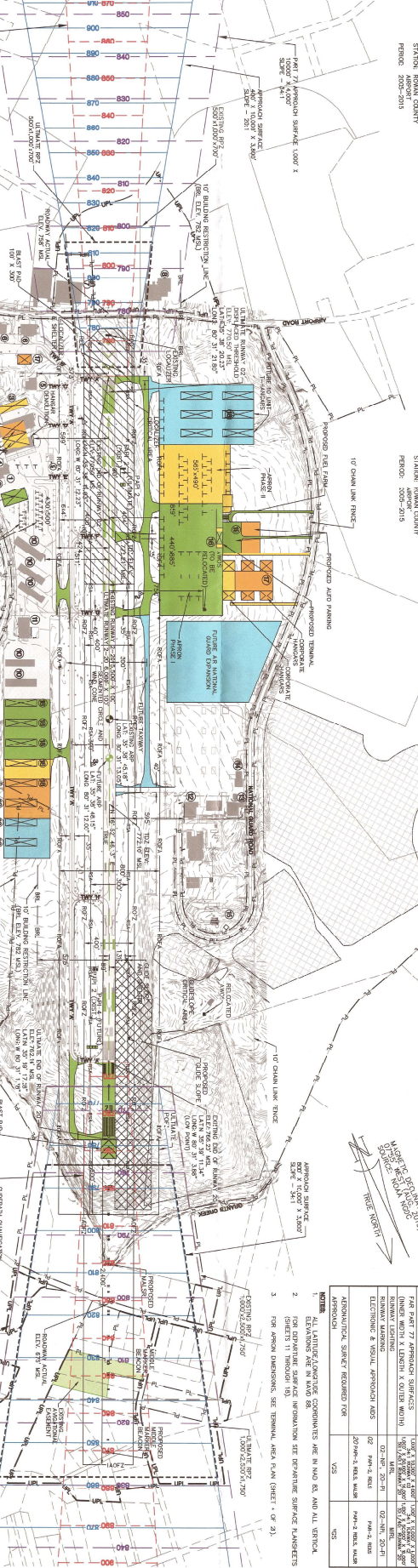
AIRPORT FACILITIES INDEX

NO.	FACILITY	USE
1	EXISTING TERMINAL BUILDING	785
2	EXISTING AIRCRAFT STANDSTOPS	785
3	EXISTING AIRCRAFT STANDSTOPS	785
4	EXISTING AIRCRAFT STANDSTOPS	785
5	EXISTING AIRCRAFT STANDSTOPS	785
6	EXISTING AIRCRAFT STANDSTOPS	785
7	EXISTING AIRCRAFT STANDSTOPS	785
8	EXISTING AIRCRAFT STANDSTOPS	785
9	EXISTING AIRCRAFT STANDSTOPS	785
10	EXISTING AIRCRAFT STANDSTOPS	785

RUNWAY DATA TABLE

ITEM	DESCRIPTION	STATUS	DATE
1	EXISTING RUNWAY 1	785	7/15/16
2	EXISTING RUNWAY 2	785	7/15/16
3	EXISTING RUNWAY 3	785	7/15/16
4	EXISTING RUNWAY 4	785	7/15/16
5	EXISTING RUNWAY 5	785	7/15/16
6	EXISTING RUNWAY 6	785	7/15/16
7	EXISTING RUNWAY 7	785	7/15/16
8	EXISTING RUNWAY 8	785	7/15/16
9	EXISTING RUNWAY 9	785	7/15/16
10	EXISTING RUNWAY 10	785	7/15/16

NO.	DESCRIPTION	STATUS	DATE
1	EXISTING RUNWAY 1	785	7/15/16
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5	EXISTING RUNWAY 5	785	7/15/16
6	EXISTING RUNWAY 6	785	7/15/16
7	EXISTING RUNWAY 7	785	7/15/16
8	EXISTING RUNWAY 8	785	7/15/16
9	EXISTING RUNWAY 9	785	7/15/16
10	EXISTING RUNWAY 10	785	7/15/16



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13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30

**TALBERT, BRIGHT & ELLINGTON**  
ENGINEERING & PLANNING CONSULTANTS  
302 WHITEHALL PARK DRIVE, STE 210  
CHARLOTTE, NC 28204  
PHONE: 704-436-4200 FAX: 704-436-4200  
NC LICENSE NO. C-1163

**ROWAN COUNTY AIRPORT**  
AIRPORT LAYOUT PLAN  
AIRPORT LAYOUT PLAN UPDATE  
ROWAN COUNTY AIRPORT

**PRELIMINARY**  
NOT FOR CONSTRUCTION  
DATE: 11/15/16  
SCALE: 1"=400'  
SHEET: 3 OF 21  
PROJECT NO.: 1700-1401





**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:** Ann Kitalong-Will, Director of Grants Administration/Gov't Relations; Micah Ennis, Director, DSS  
**DATE:** 8/25/22  
**SUBJECT:** ROCOC Request to Submit Grant Application to Rowan Community Foundation

---

Rowan County Department of Social Services requests approval to apply for funding through the 2022 Salisbury-Rowan Community Foundation Grant Cycle. Funding will support Rowan Once Church One Child (ROCO) to provide new beds, new car seats and booster seats, and used appliances for families receiving services from RCDSS Children's Services division and families receiving Work First Family Assistance. ROCOC plans to request a grant in the amount of \$8,000 from the Community Foundation.

**Recommendation:** The DSS Director and Grants Administration/Gov't Relations Director recommend the Board of Commissioners approve ROCOC to submit this grant application to the Salisbury-Rowan Community Foundation.

**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:** August 25, 2022  
**SUBJECT:** Z 08-22: Schedule Public Hearing for September 19, 2022

---

**BACKGROUND**

The current Airport Zoning Overlay (AZO) for MidCarolina Regional Airport (RUQ) was adopted October 4, 2004 and height / use limitations are managed by the Rowan County Planning and Salisbury Development Services departments based on jurisdiction.

The RUQ Airport Mater Plan (AMP) was adopted by the Commission in 2008, but was amended by a 2016 Airport Layout Plan (ALP) supplement when it became apparent that due to environmental and financial constraints, the proposed one-thousand-foot (1000') extension to the southern end of the runway would no longer be pursued. The 2016 ALP removal of the southern runway extension resulted in a negligible change in the surfaces regulated by the AZO, as well as the removal of the southern transitional and approach surfaces.

The 2004 AZO was not updated to reflect the 2016 ALP, hence the request for Z 08-22.

**RECOMMENDATION**

The Planning Board forwards a favorable recommendation on Z 08-22 and as such, requests the Commission to schedule a public hearing at its September 19, 2022 to consider the request.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Memo	8/25/2022	Cover Memo
2016 ALP	8/25/2022	Exhibit
2004 vs 2016 AZO Comparison	8/25/2022	Exhibit





## **Z 08-22 Staff Report**

**PROPERTY OWNER:** Rowan County, NC  
**APPLICANT:** Rowan County, NC  
**REQUEST:** Amend current Airport Zoning Overlay (AZO) to coincide with AZO depicted in the 2016 Airport Layout Plan (ALP)

### **BACKGROUND**

---

The current Airport Zoning Overlay (AZO) for MidCarolina Regional Airport (RUQ) was adopted October 4, 2004 and height / use limitations are managed by the Rowan County Planning and Salisbury Development Services departments based on jurisdiction.

MidCarolina Regional Airport (RUQ) operations are generally subject to compliance with the North Carolina Department of Transportation's (NCDOT) Aviation Division and the Federal Aviation Administration (FAA) for on-site improvements, expansions, funding, etc. Planning for RUQ's future development is contained in an Airport Master Plan (AMP) which considers current operations in relation to potential and desired improvements. According to the AMP, "The goal of a Master Plan is to provide guidelines for future airport development, which will satisfy aviation demand in a cost-effective, feasible manner, while resolving aviation, environmental, and socioeconomic issues of the community."

The most recent AMP was adopted in 2008, but was amended by a 2016 Airport Layout Plan (ALP) supplement when it became apparent that due to environmental and financial constraints, the proposed one-thousand-foot (1000') extension to the southern end of the runway would no longer be pursued. The removal of the runway extension resulted in a negligible change in the surfaces regulated by the AZO, as well as the removal of the southern transitional and approach surfaces.

Staff was not aware of the difference in the "zoning" AZO as compared to that of the 2016 ALP until recent discussions about potential ETJ recension were occurring. The overall change between the AZO and ALP is negligible, with exception of the southern approach's removal from regulation; this removes height limitation requirements from properties in the southern approach.

## **ZONING ANALYSIS**

---

**Current Zone:** Airport Zoning Overlay (AZO)

**Requested:** Amend the current AZO to coincide with the 2016 Airport Layout Plan (ALP) adopted by the County Commission in October 2016. All underlying zoning districts and regulations remain the same.

---

**Plan Conformity** The overlay is in both the Eastern and Western Area Land Use Plans  
Changes in boundary and removal of the southern approach do not affect land uses or recommendations contained in either document.

---

**Purpose & Intent** In concert with the ZTA 03-22 and Z 07-22 applications, the amendment seeks to update the County's zoning regulation of the AZO consistent with that of NCDOT Aviation and the FAA.

---

**Compatibility Of Uses** No change in uses are associated with the AZO.

## **PLANNING BOARD RECOMMENDATION**

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As required by Section 21-362(j) the Planning Board adopted a Statement of Consistency and Reasonableness analyzing the request and offers this for consideration.

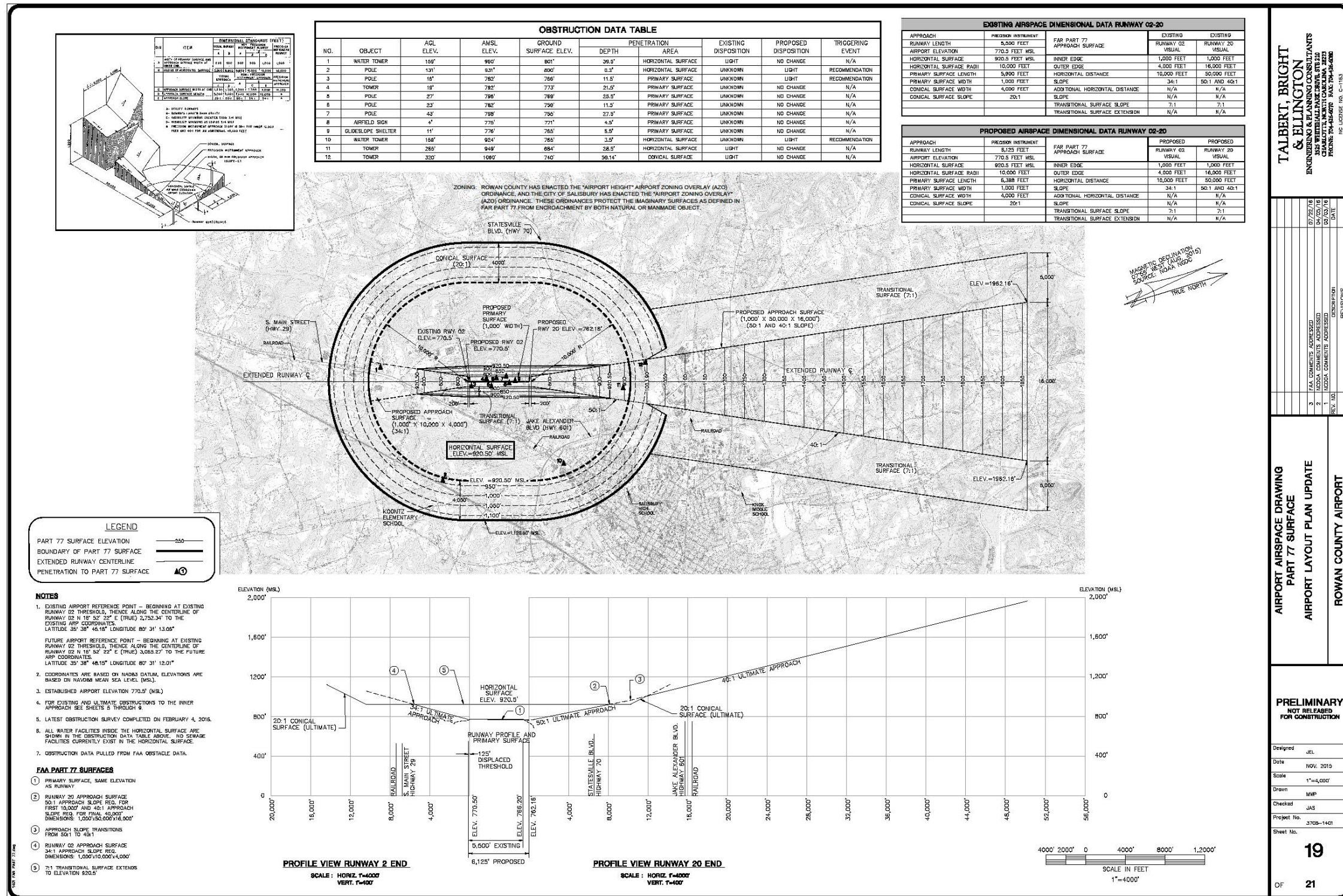
**Z 08-22** is consistent with the **Eastern and Western Area** Land Use Plans and reasonable based on the following:

1. **The Airport Layout Plan was adopted by the County Commission in October 2016**
2. **The proposed AZO amendment's removal of the southern approach is a benefit to properties which will no longer be subject to height limitations**
3. **The proposed AZO amendment is consistent with the Planning Board's recommendations regarding ZTA 03-22 and Z 07-22 to create and apply an airport specific zoning district at MidCarolina Regional Airport**

Furthermore, this adoption is deemed an amendment to the **Western and Eastern Area** Land Use Plans.

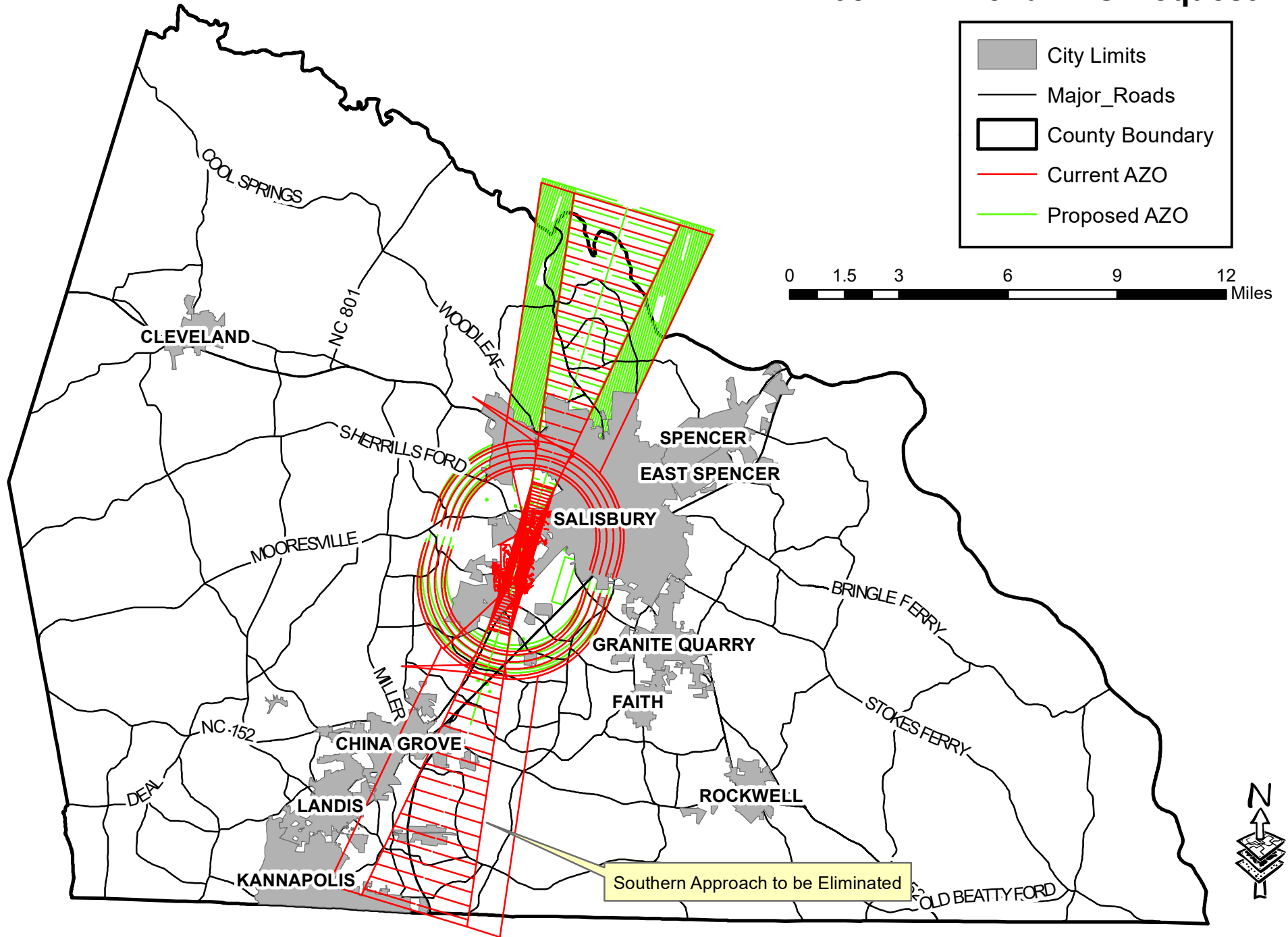


ROWAN COUNTY AIRPORT  
AIRPORT LAYOUT PLAN SUPPLEMENTAL INFORMATION





## Z 08-22: Amend AZO Request



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Valerie Steele, Airport & Transit Director  
**DATE:** 8/25/2022  
**SUBJECT:** Hangar 29 Lease - Charter Jet Transport

---

Finalized draft of lease for corporate hangar #29 (formerly occupied by RBS).

Approve the lease and authorize the Chairman to sign.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
New Lease Agreement Charter Jet Transport	8/25/2022	Exhibit
Exhibit showing lease area	8/25/2022	Exhibit

**NORTH CAROLINA**

**ROWAN COUNTY**

**CORPORATE HANGAR LEASE**

**THIS LEASE AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between **Rowan County, North Carolina**, a body politic, hereinafter called the "**Lessor**", and **Charter Jet Transport, Inc.**, a North Carolina corporation, hereinafter called the "**Lessee**".

**W ITNESSETH:**

WHEREAS, Lessor is constructing a new hangar that includes new space for Lessee and expects such hangar construction to be completed during the Term herein, at which time Lessor and Lessee intend to enter into a new Lease Agreement with new Terms and Conditions; and

WHEREAS, Lessor, in consideration of the agreements and covenants hereinafter mentioned to be fulfilled by Lessee, does hereby lease unto the Lessee, its successors and assigns, that parcel of land containing thereon a corporate aircraft hangar commonly known as the Food Lion hangar consisting of 8,200 square feet together with 2000 square feet of internal office space, together with adequate parking for Lessee's intended use, located at the Rowan County Airport and shown on "Exhibit A", together with a non-exclusive easement for access to the premises from Airport Road for customary business purposes and to use the taxi-ways to and from the leased premises to the runways of the Rowan County Airport for customary air travel purposes pursuant

to local, state and federal air travel regulations. Lessee shall hold the same for the purpose of maintaining a hangar/office facility for the management of aircraft for itself and third-party owners.

1. **LEESEE'S ACCEPTANCE OF PROPERTY**: At the commencement of the term, the Lessee shall accept the leased premises in its existing condition. No representation, statement, or warranty, express or implied, has been made by or on behalf of the Lessor as to such condition, or as to the use that may be made of such property. In no event shall the Lessor be liable for any defect in such property or for any limitation of its use. Lessor acknowledges that Lessee shall own the improvements, which are located upon the leased premises and such shall be taxed as such.

2. **TERM**: The term of this lease shall commence upon the execution thereof and shall remain in full force and effect for a period of three (3) years, and if not sooner terminated, will expire on the third anniversary of the date of execution (the "Initial Term"). It is the intent of Lessor and Lessee, that Lessor shall have constructed a new hangar for Lessee within the Initial Term. In the event such new hangar is not completed by the end of the Initial Term, Lessee, at Lessee's sole option, shall have the right to extend this Lease for two (2) successive periods of one (1) year each, by providing notice to Lessor at least ninety (90) days prior to the expiration of the initial term or any extension thereof (the "Renewal Term"). Rental rate shall be adjusted at each renewal pursuant to Paragraph 3 hereunder. At the expiration of this agreement,



ownership of the hangar shall revert to Lessor unless Lessee negotiates additional extensions or new terms.

3. **RENTAL:** The land as described above is herewith leased to the Lessee at an initial rental of NO CHARGE for Year 1 of the Initial Term in recognition of the substantial investment Lessee is making in the facility and the substantial economic impact to the airport and Lessor's increased tax base, and then Two Thousand Five Hundred Dollars and no/100 (\$2,500.00) per month during Year 2, and then Two Thousand Seven Hundred Fifty Dollars and no/100 (\$2,750.00) for Year 3. Thereafter, the rental shall be adjusted 10% on each annual renewal. Any installment or installments of unpaid rent shall be deemed to constitute a lien upon the hangar previously described and Collection of the same may be enforced in law or equity.

4. **MAINTENANCE:** Lessor shall maintain the structural portions of the hangar, including the hangar door, roof and walls. Lessee shall be responsible for all interior maintenance, including but not limited to plumbing, electrical, ceiling fan(s), floors and any interior office space walls and interior painted surfaces.

5. **UTILITIES:** All utilities are separately metered and Lessee shall connect to and be responsible for payment of all utilities, including but not limited to natural gas, electricity, and water.

6. **DEFAULT:** Any installment of ground lease rent remaining overdue and unpaid for thirty (30) days, as well as any failure to comply with the terms and conditions of this Agreement, shall constitute a default. Lessor shall give written Notice of Default to Lessee and Lessee's Lender, if any, and Lessee shall thereafter have thirty (15) days to cure any monetary default. Lessee shall have sixty (60) days to cure any non-monetary default, whether related to minimum base tax values or otherwise, subject to the same notice provisions contained herein. A failure to cure any properly noticed default shall render this ground lease null and void. Failure to cure any default shall operate as a forfeiture of the hangar by the Lessee to the Lessor which shall thereupon become vested with full and complete ownership and the Lessor shall have the right to release or resell the said hangar retaining all proceeds therefrom to the exclusion of the Lessee.

7. **INSURANCE:** Lessor shall, at its own expense, at all times maintain a policy of fire and extended coverage insurance on the hangar structure for replacement value. Lessor shall not, to the extent other hangar owners or lessee's and aircraft owners are required to maintain similar insurance coverage policies, be liable for any damage to Lessee's aircraft, fixtures, equipment or other contents of the Lessee's hangar, regardless of the cause thereof and accordingly, the Lessee shall, at its own expense, at all times maintain and enforce a policy of insurance (1) covering all contents of the hangar, including aircraft, and (2) maintain general liability insurance naming the Lessor, Rowan County, as an additional insured against liability for injury to or the death of any person or loss or property damage occurring on or about the demised premises,

which insurance shall be in an amount of not less than One Million and no/100 Dollars (\$1,000,000,00), combined, single limit for bodily injury and property damage. Lessee agrees to provide proof of such coverage in the form of a Declaration of Coverage Page acceptable to Lessor. Such policy shall also provide that insurer notify Rowan County no less than thirty (30) days prior to cancellation of the policy. Should the policy be terminated, this lease agreement shall be declared null and void and provisions of Paragraph 4 above shall apply.

8. **SIGNAGE AND EXTERIOR APPEARANCE:** The Lessee shall be permitted to place its sign upon the exterior portion of the hangar premises, however, the size, manner and installation shall be subject to Lessor's approval and applicable local zoning ordinances and related sign ordinances. All signage shall comply with any local zoning and/or signage ordinance; however, in no event shall the size of the sign exceed the maximum standards allowable. The Lessee shall at all times maintain the aircraft hangar in good condition. Lessee shall have the right to make any necessary improvements or renovations to the airplane hangar located upon the premises and any failure to meet the then applicable code standards shall not cause a forfeiture; provided, Lessee commences promptly any necessary upgrades and diligently pursues such work to its conclusion.

9. **USE OF LEASED PREMISES:**

(a) The hangar and related enclosed space, located upon the leased premises, shall be used as an office and hangar for private aircraft.

(b) Hangars are to be used primarily for aircraft storage, including the use for an aircraft related activity, such as repair on an aircraft owned or leased by the undersigned party to this Agreement

(c) Any manufacturing activity contemplated herein shall not interfere with the reasonable use of other hangars as to noise, odor or traffic, and shall not involve the storage of flammable substances or liquids unless approved as to type and container by Lessor.

10. **TAXES:** The hangar which is the subject to this Agreement is in all respects exempt from ad valorem taxes. The Lessee shall pay all taxes levied upon all personal and business property located within the confines of the hangar itself and shall meet or exceed any minimum base tax values that are required pursuant to an Economic Development Grant Agreement between Lessor and Lessee.

11. **RIGHT OF INSPECTION:** Upon reasonable notice, Rowan County shall have the unqualified right to make routine inspections of the hangar, interior and/or exterior, in order to insure compliance with this Agreement or to perform maintenance and such repairs as may be required.

12. **SUBLEASE, SALE AND ASSIGNMENT:** The Lessee shall have the right to sublease hangar space and/or assign this hangar lease to any third party under an aircraft management agreement with Lessee; provided, however, Lessor is prohibited from subleasing to any third party for any duration where such third party aircraft is not

subject to aircraft management agreement. This lease may be assumed by an entity purchasing Lessee or the surviving entity of a merger between Lessee and a third party entity; provided, however, Lessee shall provide Lessor at least sixty (60) days written notice of its intent to sell or merge. Any assumption under this section shall be with the understanding that all conditions remain in full force and affect. Any extensions of the existing Lease term, or new Lease terms, for the benefit of a purchaser or assignee shall be at prevailing fair market rate at the time of granting of any extensions or new Lease terms.

13. **EXCULPATORY PROVISIONS:** The Lessor shall not be responsible or liable to the Lessee for any injury or damage resulting from acts or omissions of persons on or occupying the leased property, or hangars adjoining the leased property, or any part of the building of which the leased property is a part, except for the gross negligence or reckless disregard of Lessor.

14. **INDEMNITY:** The Lessee shall indemnify the Lessor against all liabilities, expenses, including reasonable attorneys' fees, and fees incurred by the Lessor as a result of (a) failure by the Lessee to perform any covenant required to be performed by the Lessee hereunder; (b) any accident, injury, or damage caused by an act or omission of Lessee, its agents, subtenants or employees, and occurrences which shall happen in or about the leased property resulting from the condition, interior maintenance, or operation of the leased property; (c) failure to comply with any requirements or any governmental authority, and, (d) any mechanic's lien, or security

agreement, or any materials used in the construction or alteration of any building or improvement thereon.

15. **NOTICE:** Notice shall be given by certified mail, return receipt requested, to the individual and to the address provided by the parties.

**LESSEE:**

Charter Jet Transport, Inc.  
ATTN: Brandon Atkinson  
3900 Paul J. Helms Drive  
Monroe, NC 28110

**LESSOR:**

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

16. **RECORDING:** Either party may record this lease or memorandum thereof.

17. **HAZARDOUS MATERIALS:** Lessor represents that, to the best of Lessor's knowledge and belief, the Leased Premises does not contain any Hazardous Materials. Lessor shall, at its sole cost and expense, promptly take all Corrective Actions (as herein defined) necessary to comply with all present and future laws, rules, ordinances or regulations of any governmental authority having jurisdiction over the Leased Premises with respect to the presence or removal of Hazardous Materials present in the Premises other than as a result of the acts or omissions of Tenant, its employees, agents or contractors. As used herein, the term "Hazardous Materials" shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use

and/or the removal of which is required as of the date of this Lease or the use of which is restricted, prohibited or penalized by an federal, state or local laws, ordinances or other statutes of a governmental or quasi--governmental authority, relating to pollution or protection of the environment and in affect as of the date this Lease. "Corrective Actions" include, without limitation, the investigation of the environmental condition, the preparation and delivery of any notices, studies, or reports, and the performance of any cleanup, disposal, removal, remedial, or restoration work.

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

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

20. **FAA SUBORDINATION:** This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to



the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

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

**LESSOR:**

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

**By:**

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

**ATTEST:**

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

**Reviewed as to form:**

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

**LESSEE:**

**Charter Jet Transport, Inc.**

**BY:**

DocuSigned by:  
  
\_\_\_\_\_, (SEAL)  
0D54AC0C73647B  
**Its: \_\_\_\_\_ President**

EXHIBIT "A"  
LEASED AREA

EXHIBIT "A"  
LEASED AREA



**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:** Commissioner Craig Pierce  
**DATE:** August 26, 2022  
**SUBJECT:** Sheriff's Retirement

---

Authorize the County Manager to have a retirement party at the West End Plaza for Sheriff Kevin Auten at no cost and reimburse Sheriff Auten up to \$1,000 for refreshment expenses.

The rental date is November 28th from 8am 8pm.

**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, Chief of Emergency Services  
**DATE:** August 26, 2022  
**SUBJECT:** Request to Investigate Fire District Changes

---

Staff is requesting permission to be allowed to evaluate fire protection areas that are currently served by fire departments located outside of Rowan County. Once the evaluation process is completed staff seeks to move forward with creating recommendations to the Board of Commissioners providing needed fire protection to those properties located within Rowan County.

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner, Finance Director, and Allen Cress, Chief of Emergency Services  
**DATE:** 09/06/2022  
**SUBJECT:** City of Salisbury Agreement for Radio Fees

---

Rowan County would like to enter into an agreement with the City of Salisbury for monthly radio fess of \$10 per radio per month. The County currently has 1,518 radios. The total cost for FY23 will be \$182,160.

Attached is the proposed agreement from City of Salisbury

Board of Commissioners to authorize the County Manager to enter into an agreement with City of Salisbury for radio fess for a cost not to exceed \$182,160.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Agreement	8/26/2022	Backup Material





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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** August 26, 2022  
**SUBJECT:** Rowan Probation and Parole No Cost Lease Agreement

---

This lease is a continuation of a lease that ends on September 30, 2022. This lease will be for a period of 3 years commencing on September 30, 2025.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Lease	8/26/2022	Cover Memo

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

ROWAN COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **COUNTY of ROWAN** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**W I T N E S S E T H:**

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1<sup>st</sup> day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18<sup>th</sup> day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Salisbury, County of Rowan**, North Carolina, more particularly described as follows:

**Being +/- 2,500 Net Square Feet of Office Space Located at 310 N. Main, Rowan County; Salisbury, North Carolina**

**Being +/- 750 Net Square Feet of Office Space Located at 210 N. Main, 310 N. Main, Rowan County; Salisbury, North Carolina**

**Being +/- 7,096 Net Square Feet of Office Space Located at 122 E. Kerr Street, 310 N. Main, Rowan County; Salisbury, North Carolina**

**Being +/- 1,902 Net Square Feet of Office Space Located at 417 N. Main Street, Suite G, 310 N. Main, Rowan County; Salisbury, North Carolina**

**DEPARTMENT OF PUBLIC SAFETY (Probation and Parole)**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) years** commencing on the **1<sup>st</sup> day of October, 2022** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30<sup>th</sup> day of September, 2025**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** dollars per term to be payable within five (5) days from receipt of invoice in triplicate. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to invoice the amount thereof to the Lessor for reimbursement. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, **with the Lessor's prior consent**, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises is destroyed by fire or other casualty without fault of the Lessee, and or partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair the Lessee (with concurrence of the County) shall have the right to obtain similar office space by lease at the expense of Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **130 W. Innes Street, Salisbury, North Carolina 28144** and the Lessee at **3030 Hammond Business Place, 4227 Mail Service Center, Raleigh, North Carolina 27603-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

**[remainder of page intentionally left blank - signatures on following pages]**

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: \_\_\_\_\_ (SEAL)  
Joanne Rowland  
Director of Purchasing and Logistics

LESSOR: \_\_\_\_\_ (SEAL)  
The County of Rowan  
Aaron Church, County Manager



STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that **Aaron Church**, personally came before me this day and acknowledged that s/he is the **County Manager**, and that by authority and given as an act of and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the  
County of \_\_\_\_\_ and State aforesaid, do hereby certify that **Joanne  
Rowland**, personally appeared before me this date and acknowledged the due execution  
by her of the foregoing instrument as Director of Purchasing and Logistics of the  
Department of Public Safety of the State of North Carolina, for the purposes therein  
expressed.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**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, Finance Director, and Randy Cress, Assistant County Manager/CIO  
**DATE:** 09/06/2022  
**SUBJECT:** Sole-Source Avineon

---

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement 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

This is agreement for GIS infrastructure and application services with Avineon. Avineon purchased Highland Mapping the previous provider. Attached is a copy of the agreement not to exceed \$7,500.

Board of Commissioners to authorize the County to enter into a sole-source agreement with Avineon for GIS infrastructure and application services not to exceed \$7,500.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Agreement	8/26/2022	Backup Material

June 2, 2022

Columbus Hawks  
GIS Manager / 911 Analyst  
Rowan County IT  
130 W Innes St  
Salisbury, NC 28144

Re: GIS Managed Data Services Proposal

Dear Mr. Hawks:

I want to welcome you to the Avineon family. With our recent acquisition of the assets of Highland Mapping, we are excited to welcome you as a customer.

Avineon, Inc. is a global, family owned, business with over 30 years of experience in the GIS industry. Our capabilities extend from data collection and conversion to full system implementation with an emphasis on state and local governments and utility organizations. We are an ISO 9001:2015 registered organization committed to delivering quality in everything we do. We are also Esri Gold Business Partners specializing in the implementation of Esri's full product line including ArcGIS Enterprise, ArcGIS Online, Utility Network, and Parcel Fabric.

Now, in addition to the team you have come to rely on, (Kent Rothrock, Brandon Saunders, Tiffany Puett, and Kevin Jamison) who all remain on board, Avineon has over 500 GIS professionals located through the world to augment their work and provide you even more options. In fact, we have already added two additional resources to the team, Abigail Smith and Cole Kassing, who you should expect to meet in the coming months. We look forward to getting to know you and continuing to provide the first class support you have come to appreciate.

As part of the transition, you will notice a more formal approach to our managed data services offering. The attached document details the items included in the program and our standard terms and conditions. We are confident you will find these straightforward and merely a formalization of your prior expectations from Highland Mapping.

Also, as part of the new approach, we will be raising prices for new managed data services customers. However, as a legacy customer, you have been "grandfathered" at your existing price level. We will work with you to incrementally move to the new pricing structure over the next couple of years and endeavor to make this change as painless as possible. Also on the horizon will be a new, personalized, help desk system to allow you to communicate with our team more efficiently and receive a faster response as we add additional resources to the staff supporting our customers.

The addition of the Highland Mapping team has been exciting for us. We are all looking forward to meeting you and working with you over the coming months as we strive to enhance the service we provide and share with you other benefits Avineon can offer. I am very optimistic that the changes we are making and the other opportunities we offer will build on the strong relationship you have enjoyed with Kent and his team.



Thank you again for your continued support. If you have any questions or require further information, please contact Ms. Wendy Peloquin ([wpeloquin@avineon.com](mailto:wpeloquin@avineon.com); 727-382-0796) or me at your earliest convenience.

If you are in agreement with the terms of this proposal, please sign in the block provided below to authorize Avineon to proceed in accordance with the attachments to this letter, or contact me to discuss your preferred method of engagement.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel Campbell", is written over the printed name.

Joel Campbell  
Senior Vice President – Commercial Systems  
Avineon, Inc.  
[jcampbell@avineon.com](mailto:jcampbell@avineon.com)

Authorization to Proceed:

\_\_\_\_\_  
Rowan County IT

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

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

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

## ATTACHMENT A – SCOPE OF WORK

Avineon will provide the following GIS managed data services based on our *Gold* plan.

Service Type	Gold
Phone Support – Minor Problems/Questions (Desktop/Databases)	✓
Email Support – Minor Problems/Questions (Desktop/Databases)	✓
ArcGIS Online (Management) Support	✓
Database Compress/Versioning/Replication Issues/Problems/Changes	✓
Database Schema Issues/Updates	✓
Database User Access Issues/Updates	✓
Database File Size Issues (Data and/or Log Files)	✓
Troubleshooting Database Performance/Access Issues	✓
Screen Sharing Support – Minor Problems/Questions (Desktop/Databases)	✓
Support for Automated Jobs (Created by Avineon Staff)	✓
ELA Esri Licensing Updates (Desktop, Geodatabase, ArcGIS Server, Enterprise) – ELA Clients	✓
Ortho Loading/Mosaic Creation	✓
Ortho Caching (for Web Services)	✓
HLM Web Site Support – Problems/Minor Tweaks (If Using HLM Template)	✓
ArcGIS Enterprise (Management) Support	✓
Upgrades (In-Place) – Geodatabases (SQL and ArcGIS)	✓
Upgrades (In-Place) – ArcGIS Server	✓
Disaster Recovery	✓
New Automated Process (Standard Export or Reporting)	✓

The term of the support plan will be your organization's forthcoming fiscal year from July 1, 2022 through June 30, 2023.

## ATTACHMENT B – COST PROPOSAL

Avineon's fee for one year of *Gold* support is presented below. The fee will be invoiced in two installments, upon acceptance of this proposal and after the first six months of service.

Support Level	Annual Fee
Gold	\$7,500.00

Avineon also offers an array of geospatial services beyond the scope of those listed in *Attachment A*, such as application development, data conflation, or data conversion. Hourly rates for such services are provided below. Avineon would be pleased to review the level of effort required for any such tasks with Rowan County IT.

Labor Category	Hourly Rate
FME Developer (Junior)	\$95.00
FME Developer (Senior)	\$120.00
FME Subject Matter Expert	\$190.00
GIS Analyst (Junior)	\$80.00
GIS Analyst (Senior)	\$120.00
GIS Consultant (Junior)	\$175.00
GIS Consultant (Senior)	\$200.00
GIS Data Entry Technician	\$60.00
GIS Developer (Junior)	\$115.00
GIS Developer (Senior)	\$190.00
GIS Project Coordinator	\$117.00
GIS Project Manager	\$137.00
GIS Senior Project Manager	\$195.00
GIS Senior Utility Consultant	\$225.00
GIS Subject Matter Expert	\$300.00
GIS Technician	\$75.00
Systems Architect	\$185.00

### Notes:

1. Data and development staff via Avineon's subsidiary in India are available for larger projects at reasonable rates. Additional labor categories are also available.
2. All work can be performed remotely. If required, travel and other direct costs will be billed at cost plus G&A.



### **ATTACHMENT C – TERMS AND CONDITIONS**

Rowan County IT Adobe PDF (“Purchaser” or “Party”) and Avineon, Inc. (“Avineon” or “Party”) acknowledge and agree that the following terms and conditions shall apply to the services performed pursuant to this Agreement (“Services”).

1. Invoices will be generated monthly by Avineon. Purchaser will pay Avineon within thirty calendar days from receipt of invoice.
2. Confidential Information received by a Party shall be kept confidential for three years following completion of the Services or termination of this Agreement, whichever shall occur first, and shall not be disclosed to any other person except as required by law or with the prior written consent of the disclosing Party.
3. Neither Avineon, Avineon's employees, nor Consultants are or shall be deemed to be employees of Purchaser. To the extent that Avineon has employees who perform Services under this Agreement, Avineon shall be solely responsible for the payment of compensation, including provision for employment taxes, worker's compensation, and any similar tax associated with employment of Avineon's employees.
4. Purchaser agrees that it shall ensure that no person, firm, or company which controls or is controlled by or is an affiliate of it shall during the term of this Agreement and for a period of one year thereafter, solicit the engagement of any Consultant or employee of Avineon either directly or indirectly, including through the agency of a third party, unless agreed in writing by Avineon. If Consultant becomes employed directly by the Purchaser or person, firm, or company which controls or is controlled by or is an affiliate of it, Purchaser shall pay Avineon a placement fee of the Consultant's annual salary.
5. All materials and products developed under this Agreement by Avineon or its Consultants are the property of the Purchaser. Avineon retains all rights to methodology, knowledge, documents, software, and data brought to the Services by Avineon and used in the performance of the Services. No rights to Avineon's property or proprietary interests existing prior to the start of the Services are passed hereunder or under any Schedule.
6. Avineon warrants to Purchaser that the material, analysis, data, programs, and services to be delivered or rendered hereunder will be of the kind designated and will be performed by qualified personnel. Avineon makes no other warranties, whether written, oral, or implied, including without limitation warranty of merchantability or warranty of fitness for particular purpose.
7. In no event shall Avineon be liable for special or consequential damages, whether or not the possibility of such damages has been disclosed to Avineon in advance or could have been reasonably foreseen by Avineon. Avineon's liability on any claim or loss or liability arising out of, or connected with, this Agreement, including breach of contract or warranty; for negligence; or for the sale, delivery, or use of any material, data, or programs, or the results of any services furnished hereunder, shall in no case exceed the amounts paid to Avineon by Purchaser under this Agreement.
8. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions and, unless the Parties agree to submit to binding arbitration, shall be heard in a court of competent jurisdiction in Virginia.
9. This Agreement together with any Schedules created hereunder constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Avineon by any of its salesmen, employees, or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter thereof. Purchaser acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

**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 Don Bringle  
**DATE:** 09/06/2022  
**SUBJECT:** Award Ellis Park Tennis Court Reconstruction

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Rowan County accepted bids for the reconstruction of tennis courts at Ellis Park. Because only one bid was received the project was rebid and opened on August 25, 2022. Carolina Siteworks, Inc was the only bidder with a bid of \$181,575 and 10% contingency of \$18,157.50 bringing the total cost to \$199,732.50. This project came in over the \$171,000 budgeted amount. If we choose to move forward the attached budget amendment will need to be approved.

Attached is the bid received, bid tab, proposed contract from Carolina Siteworks, Inc and budget amendment.

Board of Commissioners to authorize the County Manager to enter into a contract with Carolina Siteworks, Inc for the tennis court reconstruction at Ellis Park for an amount not to exceed \$199,732.

AND

Approve budget amendment.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Carolina Siteworks Response	8/29/2022	Cover Memo
Bid Tab	8/31/2022	Cover Memo
contract	8/28/2022	Cover Memo
budget amendment	8/29/2022	Budget Amendment



**INVITATION TO BID**

**FOR**

**ROWAN COUNTY**

**TENNIS COURT RECONSTRUCTION**

**# 2023-002a**

**ROWAN COUNTY**

130 West Innes Street

Salisbury, NC 28144

704-216-8174

[anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)

Date Issued: Wednesday, August 17, 2022

Date Due: Thursday, August 25, 2022, at 3:00 PM ET

Administered By: Anna Bumgarner, Finance Director

## **NOTICE TO BIDDERS**

### **INVITATION TO BID**

#### **TENNIS COURT RECONSTRUCTION – ELLIS PARK**

Rowan County is requesting bids to provide the necessary materials, labor, equipment, and supervision to provide reconstruction of two (2) all-weather tennis courts. The project shall include all demo, site prep, asphalt base and any other identified components required to provide a complete and finished project. All bids submitted must meet or exceed the time frame and the product/service specifications as outlined in this Invitation to Bid (ITP).

**Bids for the Rowan County Tennis Court Reconstruction will be accepted until August 25, 2022, at 3:00 pm ET** at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Bid documents may be obtained by contacting the Rowan County Purchasing Director or from the County website at:

Rowan County Purchasing Department  
Attn: Purchasing Department  
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 bid signifies the Bidder's agreement that their bid 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 Bidder. All prices submitted with the bid 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 ITB is public all questions related to the ITB shall be directed to the Purchasing Department. Any contact related to the ITB 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 bids and waive any technicalities or irregularities. For complete details, consult the bid package.

This is the 17th day of August 2022.

Rowan County

By: Anna Bumgarner  
Rowan County Finance Director

### **Intent of Request for Bids**

The purpose and intent of this Invitation to Bid (ITB) is to contract for the reconstruction of two (2) all-weather tennis hard courts at Ellis Park. The Bidder must be a licensed general contractor in North Carolina. The following documents make up this Request for Bids:

- a. This Document
- b. Scope of Work
- c. Bidder Information Sheet
- d. Bid Response Form

### **Important Dates**

Issue Date:	Wednesday, August 17, 2022
Deadline for written questions:	Friday, August 19, 2022, at 5:00 PM ET
Deadline for Submitting Bids:	Thursday, August 25, 2022, at 3:00 PM ET

### **Submission of Bids**

Bids must be presented on the **Bid Response Form** attached to the specifications in a sealed envelope and mailed or delivered to:

Rowan County Purchasing Department  
Attn: Purchasing Department  
130 West Innes Street, Suite 31  
Salisbury, NC 28144

The package shall be sealed and plainly marked "**ITB 2023-002a Tennis Court Reconstruction**".

Bidders must submit one original sealed bid and one copy.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

Sealed Bids are due on Thursday, August 25, 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 Bid by this deadline will disqualify the Bidder 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 ITB. All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Friday, August 19, 2022. These written questions or requests must be submitted to Anna Bumgarner, Finance Director, by mail or e-mail. Any questions the County feels are pertinent to all interested bidders will be delivered to all participating bidders as addenda to this ITB. All addenda will be posted on the County website <https://www.rowancountync.gov/675/Purchasing> and it is the responsibility of the Bidder to check for any addenda. All addenda will be posted by 5pm Monday, August 22, 2022.

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this ITB, 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 ITB 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 Bidder to thoroughly investigate the needs/requirements of the County not necessarily assumed in this ITB.

### **Signed Bid Considered an Offer**

Receipt of a signed bid shall be considered an offer on the part of the Bidder. The terms, conditions and specifications of this ITB will become part of the contract if the bid shall be deemed approved and accepted by the County. In the event of a default on the part of the Bidder 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 Bidder is required to begin and/or commence the work to be performed under this contract within the time specified on the Bid Form. Failure by the Bidder to begin and/or complete the work within the contract time shall be assessed a penalty for each day of overrun. The Bidder 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 ITB.

### **Non-Discrimination**

The Bidder 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 Bidder shall not commence work under this contract until all insurance required under this section has been obtained. The Bidder shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Bidder agrees that once awarded and during the term of this contract, the Bidder, 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 Bidder 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.

Any exceptions must be agreed upon by the County.



### **Collusive Bidding**

The Bidder's signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

### **General Indemnity**

The Bidder 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 Bidder (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 Bidder 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 Bidder. As an integral part of this contract, the Bidder 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 Bidder shall be the prime Contractor and shall be solely responsible for all contractual performance. The Bidder 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 Bidders must disclose in writing with their bid the name of any owner, officer, director or agent who is also an employee of the County. All Bidders must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is, or gives the appearance of, a conflict of interest related to this ITB or project.

### **Errors and Omissions**

The Bidder shall not take advantage of any errors or omissions in this ITB, and shall promptly notify the County of any omissions or errors found in this document.

### **Award Criteria**

The County will award based on the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

### **Liquidated Damages**

Liquidated Damages shall be assessed and levied against each Prime Contractor not attaining substantial completion of the contractual work in the amount of time indicated in their response. The damage amount applicable to each Contractor shall be as listed below and shall begin the day following the scheduled date of substantial completion (plus any written, approved extensions) and continue until final acceptance is obtained.

Each day following the intended substantial completion date for work not found substantially complete will be subject to damage assessment at the following rate:

\$150.00 per calendar day

### **Pricing**

Submission of any bid signifies the Bidder's agreement that its bid 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 Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

### **Required Information**

The following information must be included in the bid:

- a. Applicable licensure with North Carolina. (Bidder Information Sheet)
- b. Warranty on above work. (Bid Response Form)
- c. Bids to be in the form of a proposed contract signed by the bidder. (Bid Response Form)
- d. Include Cost plus 10% Contingency. (Bid Response Form)
- e. Proposed days to complete (Bid Response Form)

## **SCOPE OF WORK**

Rowan County is seeking the reconstruction of two (2) all-weather tennis courts at Ellis Park located at 3541 Old Mocksville Road, Salisbury, NC 28144.

Rowan County requests bids to provide the necessary materials, labor, equipment, and supervision to provide demo, site prep, asphalt base and any other identified components required to provide a complete and finished project.

The reconstruction of two all-weather tennis courts with the approximate overall dimensions of 108'x 120', into one (1) tennis court, two (2) pickleball courts and (1) shuffleboard court.

### **Site preparation:**

1. Demo fencing, post, old lighting, asphalt surface, net post footings, center strap anchors and haul away.
2. Verify the existing slope of courts is a minimum of .83%.

### **Reconstruction:**

3. Add ABC stone laser grade and compact stone base.
4. Install and compact hot-mix asphalt, Type S9.5B, to a compacted thickness of 3" in two (2) 1 ½ lifts.

### **Fencing:**

5. Install a full perimeter ten-foot-high black vinyl coated galvanized chain link fence system. 9-gauge vinyl coated fabric, 1-3/4 mesh, 3" OD terminal post, 2-1/2 OD line post, 1-5/8 top rail, 6 gauge bottom tension wire, corner braces and all hardware. Post to be black and top rail. 2 single leaf gates (4x7) with transoms. Install approximately 152 linear feet of four-foot-high fence conversation of one tennis court into two pickleball courts.

### **Surface System and Accessories:**

6. Provide and install net post foundations (24" dia. X 36" deep- bell shaped) and center strap anchors in concrete. Net post to be sleeved in PVC pipe.
7. After asphalt has cured, patch depressions/ birdbaths holding more than 1/16" of water with acrylic patching material.
8. Apply two coats of acrylic resurface according to manufactures directions.
9. Apply one sand filled coat and one finish coat of Laykold Colorcoat (or equal) according to manufactures directions.

Color: Centers- Dark Blue      Borders- Medium Green

10. Layout, mask, and paint lines (2") with white acrylic line paint to conform with USTA and USAPA specifications. Lines to be sealed with line primer prior to application of line paint.

**BIDDER INFORMATION SHEET**

1. COMPANY NAME Carolina Siteworks, Inc.
2. OWNER OF COMPANY John D Shell / John J Reilly
3. COMPANY ADDRESS PO Box 280 China Grove NC 28023
4. NUMBER OF YEARS IN BUSINESS 23
5. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS 25
6. GENERAL CONTRACTORS LICENSE NUMBER 45224
7. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARDED THE CONTRACT? Jackie Reilly
- TELEPHONE 704-791-7195
- EMAIL mark@carolinasiteworksinc.com

## BID RESPONSE FORM

The undersigned proposes and agrees that if this bid 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 Bids 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 bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ dated \_\_\_\_\_

Respectfully submitted this 25<sup>th</sup> day of August 2022.

SIGNED: J. D. Shell

NAME: John D. Shell

TITLE: President

Warranty on work: 1 year

Days to complete: 90 days

Total Cost: \$ 181,575.00

Contingency 10%: \$ 18,157.50

Total Cost with Contingency: \$ 199,732.50

**ITB 2023-002a Tennis Court Reconstruction**

8/25/2022 3pm

<b>Vendor</b>	<b>Total Cost</b>	<b>Contingency</b>	<b>Total Cost w/ Contingency</b>
Carolina Siteworks	\$ 181,575.00	\$ 18,157.50	\$ 199,732.50

**Bid Opening Attendees**

Anna Bumgarner-RoCo	Craig Farmer-RoCo	Mark Hoesman-Carolina Siteworks
Don Bringle-RoCo	Edward Hailey-RoCo	

I hereby certify that this is a true tabulation of the bids received

8/29/2022  
Date

  
\_\_\_\_\_  
Anna Bumgarner, Finance Director

**ROWAN COUNTY**

**AGREEMENT FOR SERVICES**

**NORTH CAROLINA**

This Agreement is made and entered into between Rowan County, North Carolina (“County”) and \_\_\_\_\_ (“Provider”).

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE COUNTY

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

Name: Aaron Church

Title: County Manager

THE PROVIDER

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

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

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

## EXHIBIT A

### CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider.  
To provide tennis court reconstruction at Ellis Park according to the specification provided in ITB #2023-002a attached to this contract.
- B. Term of the Agreement.  
The estimated time to complete the work is 90 days from when the contract is signed. If work is not completed within specified and agreed upon time, provider will pay \$150 per day in liquidated damages. Provider will provide a 1 year warranty on work performed.
- C. Payment to the Provider.  
Total cost \$181,575.  
Contract includes 10% contingency of \$18,157.50
- 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.
- E. Contact Information.

THE COUNTY

THE PROVIDER

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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)

# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To transfer funds for tennis court reconstruction at Ellis Park.

Prepared by: Lisa Bevis  
Date: 08/29/22

**BUDGET INFORMATION:**

Reviewed: \_\_\_\_\_

[illegible]

## BID RESPONSE FORM

The undersigned proposes and agrees that if this bid 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 Bids 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 bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ dated \_\_\_\_\_

Respectfully submitted this 25th day of August 2022.

SIGNED: J. D. Shell

NAME: John D. Shell

TITLE: President

Warranty on work: 1 year

Days to complete: 90 days

Total Cost: \$ 181,575.00

Contingency 10%: \$ 18,157.50

Total Cost with Contingency: \$ 199,732.50

1156237-574000  
\$171,000 Budgeted  
\$181,575.00 Bid  
18,157.50 Cont.  

---

199,732.50  
28,732.50  
10,575 1154112  
575045

# Account Inquiry [Rowan County]



Back

Search

Browse

Output

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Display

PDF

Save

Excel

Word

Email

Schedule

Attach

Detail

Months

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Account

Fund

1010

...

GEN FD

Org

1156237

...

ELLIS EXP

Object

574000

...

C/A-OTH IM

Project

...

Acct

1010-61-6120-6200-6237-0000-000-5-5740-00-

Acct name

C/A - OTHER IMPROVEMENTS

Type

Expense

Rollup

...

Sub-Rollup

...

Status

Active

Account

MultiYr Fund

☐

## 4 YEAR COMPARISON   GAAP W/CARRY FORWARD   HISTORY   4 YEAR GRAPH   HISTORY GRAPH

Yr/Per 2022/13	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023
Original Budget	.00	.00	5,000.00	171,000.00
Transfers In	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	.00	.00	5,000.00	171,000.00
Actual (Memo)	.00	.00	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	.00	.00	5,000.00	171,000.00
Percent used	.00	.00	.00	.00



## Account Inquiry [Rowan County]

- Back
- Search
- Browse
- Output
- Print
- Display
- PDF
- Save
- Excel
- Word
- Email
- Schedule
- Attach
- Detail
- Months
- Se

Account

Fund	1010	...	GEN FD	Acct	1010-41-4100-4112-0000-0000-5-575045-
Org	1154112	...	GEN EXP	Acct name	C/A - ROAD ANIMAL SHELTER
Object	575045	...	C/A - ROAD	Type	Expense
Project	...	...		Rollup	...
				Sub-Rollup	...
					Status
					Active
					Account

☐ MultiYr Fund

4 YEAR COMPARISON      GAAP W/CARRY FORWARD      HISTORY      4 YEAR GRAPH      HISTORY GRAPH

Yr/Per 2022/13	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023
Original Budget	.00	.00	.00	430,054.00
Transfers In	459,869.00	.00	.00	151,937.00
Transfers Out	.00	.00	.00	.00
Revised Budget	459,869.00	.00	.00	581,991.00
Actual (Memo)	307,117.25	.00	.00	.00
Encumbrances	151,936.75	.00	.00	1,600.00
Requisitions	.00			.00
Available	815.00	.00	.00	580,391.00
Percent used	99.82	.00	.00	27

**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:** Ann Kitalong-Will, Dir. Grants Admin/Govt Rel; Melissa Oleen, Director, Rowan Public Library  
**DATE:** 8/29/22  
**SUBJECT:** RPL Request to Submit FY22-23 Application for State Aid (Recurring)

---

Rowan Public Library requests approval to apply for FY22-23 State Aid for Public Libraries. This is recurring (annual) allocated funding under General Statute 125-7b for public library service in NC.

**Recommendation:** The Director of the Library and Director of Grants Administration/Government Relations recommend that the Board of Commissioners approve submission of the FY22-23 Application for State Aid to Public Libraries.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
1-State Aid to Public Libraries Form A	8/29/2022	Backup Material
2-State Aid to Public Libraries Forms B-E	8/29/2022	Backup Material
3-State Aid Form F	8/29/2022	Backup Material
4-RPL Strategic Plan	8/29/2022	Backup Material
5-RPL Board of Trustees Bylaws	8/29/2022	Backup Material

# STATE AID FORM A | FY 2022-2023

## FORM A Instructions

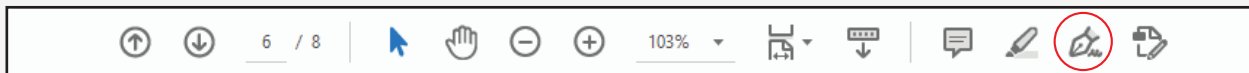
Submit one form to be signed for each funding entity.

The amount of the local government appropriation for FY2022-23 needs to be listed along with the date the budget was adopted by the County Commissioners or City Council. **Do not** include State Aid or capital outlay in these amounts. Only monetary contributions should be listed on this form.

The certification statement on this form requires the signature of the County or City Manager, not the County or City Finance Officer or Library Director.

## How Do I Sign?

If you don't have a Digital Signature Identity set up, you can simply sign the forms by selecting the icon to "Sign document by typing or drawing a signature":



OR Click the signature field to set up a Digital Signature Identity to sign.

## For Assistance:

Email our general administrative email at [sladmin@ncdcr.gov](mailto:sladmin@ncdcr.gov) with the subject line: State Aid.

*Note: A completed State Aid Application includes a copy of FORM A for all local funders, FORMS B to F, three (3) supplemental reports, and completion of the Public Library Survey. See **State Aid Submission Instructions & Checklist** for detailed submission requirements.*

# FORM A

## Local Funder Maintenance Of Effort Report & Declaration | FY 2022-2023

Submit one form for each city / county local funder

The \_\_\_\_\_  
Name of Library

*will maintain its local governmental support in order to receive State Aid funds in accordance with North Carolina Administrative Code, Chapter 7, Subchapter 2I, Section .0200.*

List TOTAL county or city appropriations excluding capital outlay and State Aid appropriations **budgeted and available for expenditure FY 2022-2023:**

**TOTAL (\$)** \_\_\_\_\_

*Enter numbers only. 25000 becomes \$25,000*

**Date the budget was approved by the Board of Commissioners / City Council:**

\_\_\_\_\_

*I certify that the appropriation for FY 2022-2023 has been approved by*

\_\_\_\_\_  
Board of Commissioners / City Council Name

\_\_\_\_\_  
Name of County / City

*is supported by official records, and is available for expenditure by the library.*

\_\_\_\_\_  
County / City Manager Signature

\_\_\_\_\_  
Date

**State Aid Deadline 9/16/22**

Need help with this form? Contact [sladmin@ncdcr.gov](mailto:sladmin@ncdcr.gov)

## STATE AID FORMS B to E | FY 2022-2023

This Interactive PDF self-calculates and requires Adobe Acrobat DC Reader on a desktop or laptop computer. Download Adobe Acrobat Reader DC for free here: <https://get.adobe.com/reader>

If assistance is needed, email our general administrative email at [sladmin@ncdcr.gov](mailto:sladmin@ncdcr.gov) with the subject line: State Aid.

*Note: A completed State Aid Application includes a copy of FORM A for all local funders, FORMS B to F, three (3) supplemental reports, and completion of the Public Library Survey. See **State Aid Submission Instructions & Checklist** for detailed submission requirements.*

**Enter Your Library's Name:**

**Enter Your Library's 3 Year Average MOE** (*Average MOE can be found enclosed in the original email you received with a link to this document*).

\$

Enter numbers only. 25000 becomes \$25,000

State Aid Deadline 9/16/22

# STATE AID FORMS B to E Instructions | FY 2022-2023

## FORM B Instructions

FORM B calculates total local support. In-kind contributions from local funders must be listed on the form, if relevant.

**In-kind contributions** are funds allocated by local governments, on behalf of a library, within the budget of a different department of the local government. All in-kind contributions must be itemized and should be pre-approved by Library Development's State Aid Coordinator and totaled by funder and type. Contact the Library Development Director for examples of in-kind contributions.

The total for each line should match the total on the corresponding **FORM A**, Local Funder Maintenance Of Effort Report & Declaration form.

[Go to Form B](#) →

## FORM C Instructions

A three-year rolling average is used to determine your library's average MOE (Maintenance of Effort). Your FY 2022-23 library MOE is compared with your 3-year rolling MOE average to determine final State Aid payments. The printed name of the Library Director on this form certifies the accuracy of the provided information. The Library Director's signature will be required on Form E.

In the box on the right-hand side of the form, the total of all FY2022-23 local appropriations for your library is calculated from your entries on FORM B.

[Go to Form C](#) →

## FORM D Instructions

Check the appropriate box to indicate whether or not you pay any professional salaries in part or in whole with State Aid funds. If you do pay professional salaries with State Aid funds, list names, titles, and professional salaries. The printed name of the Library Director on this form certifies accuracy of the information. The Library Director's signature will be required on FORM E.

Please budget all fiscal year 2022-2023 salaries for professional positions to be paid in whole or in part with State Aid funds at no less than \$39,611. This figure is the minimum rate, effective June 1, 2019, for Grade GN-10 as established by the Office of State Human Resources.

The State Aid Eligibility rule states:

*Pay salaries for professional positions funded from the Aid to Public Libraries Fund at least at the minimum rate of a salary grade of GN10, or equivalent, as established by the Office of State Human Resources. 07 NCAC 021 .0201(7).*

[Go to Form D](#) →

## FORM E Instructions

By signing FORM E, the Library Director certifies the accuracy of all information on forms A through D.

[Go to Form E](#) →

**FORM B****Maintenance Of Effort for In-Kind  
& Monetary Contributions | FY 2022-2023**

The total for each line should reflect the "TOTAL (\$)" declared on FORM A for each local funder. Click the "Add Page" button for additional rows. The Grand Total will be calculated on Form C. [Click here to see additional instructions.](#)

\_\_\_\_\_  
Name of Library

**Total County or City In-Kind Contributions and Appropriations  
Budgeted and Available for Expenditure FY 2022-2023**

*Enter numbers only. 25000 becomes \$25,000*

County / City	In-Kind Contributions	Local Appropriations	TOTAL
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Page Total	\$	\$	\$

**State Aid Deadline 9/16/22**

Need help with this form? Contact [sladmin@ncdcr.gov](mailto:sladmin@ncdcr.gov)



**FORM C****Average Maintenance of Effort  
Report & Declaration | FY 2022-2023**

---

Name of Library

The **Grand Total** is calculated based on your FORM B table entries. The **Average** indicates the library system's average appropriation from all of its local funding sources from the last three fiscal years. Note that this number is pulled from your entry on the first page of this packet.

In order to meet Maintenance of Effort, the total appropriation for FY 2022-2023 must equal or exceed the average figure of the last three fiscal years. The printed name of the Library Director on this form certifies the accuracy of information. The Library Director's signature will be required on FORM E. [Click here to see additional instructions for this form.](#)

**AVERAGE**

County and / or City Appropriations Budgeted  
and Available for Expenditure:

**FY 2019-2020, FY 2020-2021,  
FY 2021-2022**

*(Excluding capital outlay and State Aid  
appropriations)*

\$

---

**GRAND TOTAL**

County and / or City Appropriations  
Budgeted and Available for Expenditure

**FY 2022-2023**

*(Excluding capital outlay and State Aid  
appropriations)*

\$

---

---

Library Director printed name certifying accuracy of information

Date

**State Aid Deadline 9/16/22**

Need help with this form? Contact [sladmin@ncdcr.gov](mailto:sladmin@ncdcr.gov)

# FORM D

## Assurance of Professional Librarians Whose Salaries are Funded with State Money | FY 2022-2023

Check the appropriate box to indicate whether or not you pay any professional salaries in part or in whole with State Aid funds. If you do pay professional salaries with State Aid funds, list names, titles, and salary amounts. The printed name of the Library Director on this form certifies accuracy of information. The Library Director's signature will be required on FORM E. Click the **Add Page** button for additional fields. [Click here to see additional instructions.](#)

\_\_\_\_\_  
Name of Library

Does **not** pay any professional salaries from State Aid funds

Does pay the following salaries in whole or in part from State Aid funds

\_\_\_\_\_  
Library Director printed name certifying accuracy of information

\_\_\_\_\_  
Date

The following professional librarians\* (minimum annual salary \$39,611\*\*) will be paid in full or in part from State Aid funds. *Enter numbers only. 25000 becomes \$25,000.*

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

Position: \_\_\_\_\_

Salary: \_\_\_\_\_

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

Position: \_\_\_\_\_

Salary: \_\_\_\_\_

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

Position: \_\_\_\_\_

Salary: \_\_\_\_\_

\*Professional librarians have received a Masters Degree in Library and Information Science.

\*\* Pay salaries for professional positions funded from the Aid to Public Libraries Fund at least at the minimum rate of a salary grade of GN10 as established by the Office of State Personnel. Administrative Code, Title 7, Subchapter 2I, Section .0201, Rule 7.

**State Aid Deadline 9/16/22**

Need help with this form? Contact [sladmin@ncdcr.gov](mailto:sladmin@ncdcr.gov)

# FORM E

## Library Director State Aid Certification | FY 2022-2023

By signing Form E, the Library Director certifies the accuracy of all information on Forms A-D. ***Note: Sign this form ONLY after entire application is completed. Once signed, the application will lock and no additional information can be added. Contact [sladmin@ncdcr.gov](mailto:sladmin@ncdcr.gov) with any issues.***

### How Do I Sign?

If you don't have a Digital Signature Identity set up, you can simply sign the forms by selecting the icon to "Sign document by typing or drawing a signature":



OR Click the signature field to set up a Digital Signature Identity to sign.

\_\_\_\_\_  
Library Director Signature

\_\_\_\_\_  
Date

OFFICE USE ONLY  
Application reviewed & accepted

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**State Aid Deadline 9/16/22**

Need help with this form? Contact [sladmin@ncdcr.gov](mailto:sladmin@ncdcr.gov)

# STATE AID FORM F | FY 2022-2023

## FORM F Instructions

By signing FORM F, the appropriate official indicates that the library is applying for State Aid and that the library is in compliance with State Aid Eligibility Rules. The type of library and its governance determines who is required to sign this form.

## How Do I Sign?

If you don't have a Digital Signature Identity set up, you can simply sign the forms by selecting the icon to "Sign document by typing or drawing a signature":



OR Click the signature field to set up a Digital Signature Identity to sign.

## For Assistance:

Email our general administrative email at [sladmin@ncdcr.gov](mailto:sladmin@ncdcr.gov) with the subject line: State Aid.

*Note: A completed State Aid Application includes a copy of FORM A for all local funders, FORMS B to F, three (3) supplemental reports, and completion of the Public Library Survey. See **State Aid Submission Instructions & Checklist** for detailed submission requirements.*

**Application for State Aid  
to Public Libraries | FY 2022-2023****07 NCAC 02I .0201 QUALIFICATIONS FOR GRANT ELIGIBILITY**

- (1) Be established pursuant to Article 14, Chapter 153A of the North Carolina General Statutes;
- (2) Provide library services in compliance with applicable State and federal law to all residents of the political subdivision(s) supporting the library. Public library services shall be provided from at least one designated facility with a cataloged collection that is open to the public a minimum of 40 hours per week;
- (3) Employ a full-time library director having or eligible for North Carolina public librarian certification. For the purpose of this Rule, "full-time" means working a minimum of 35 hours per week;
- (4) Secure operational funds from local government sources at least equal to the average amount budgeted and available for expenditure for the previous three years. A grant to a local library system from the Aid to Public Libraries Fund shall not be terminated but shall be reduced proportionately by the Department if the amount budgeted and available for expenditure by local government is below the average of the previous three fiscal years. State funds shall not replace local funds budgeted and available for expenditure for public library operations;
- (5) Secure aggregate operational funds from local sources that are at least equal to State aid;
- (6) Expend funds as authorized in the budget adopted by the Board of Trustees of a Regional Library, a County, or a Municipality. Any library having an unencumbered operational balance of more than 17 percent of the previous year's operating receipts shall have the difference deducted from its State allocation;
- (7) Pay salaries for professional positions funded from the Aid to Public Libraries Fund at least at the minimum rate of a salary grade of GN10, or equivalent, as established by the Office of State Human Resources;
- (8) Provide to the State Library of North Carolina an annual audit of the political subdivision(s) funding the library consistent with generally accepted accounting principles;
- (9) Submit to the State Library of North Carolina a copy of the bylaws of the library system's Board(s) of Trustees;
- (10) Submit a current long-range plan of service to the State Library of North Carolina. For the purpose of this Rule, a "long-range plan of service" is a plan of at least five years. Upon request, the library shall submit an assessment of a community's library needs to the State Library of North Carolina;
- (11) Submit a copy of the agreement establishing the library system, if composed of more than one local governmental unit; and
- (12) Meet the following when establishing a new library or re-establishing eligibility for the Aid to Public Libraries Fund:
  - (a) meet all requirements of this Rule on July 1 of the year prior to the fiscal year that the library plans to receive State aid;
  - (b) continue to meet all requirements of this Rule from July 1 to June 30 of that year, which shall be known as the "demonstration year";
  - (c) file a full application for State Aid by the June 30 deadline at the close of the demonstration year in order to receive State aid in the next fiscal year.

**The type of library and its governance determine the signature required on this document:****County Library:** Chair of County Commissioners   **Regional Library:** Chair of Regional Board of Trustees**Municipal Library:** Chair of Town/City Council   **Independent County Library:** Chair of Board of Trustees

I, \_\_\_\_\_  
(Printed Name) (Title)

certify that \_\_\_\_\_ meets the above requirements  
(Library Name)

and hereby applies for funding from the Aid to Public Libraries fund.

\_\_\_\_\_  
(Authorized Official Signature - Not Library Director)

\_\_\_\_\_  
(Date)

**State Aid Deadline 9/16/22**Need help with this form? Contact [sladmin@ncdcr.gov](mailto:sladmin@ncdcr.gov)



# Long Range Plan 2021-2026



**RPL Headquarters (Salisbury)**



**RPL East (Rockwell)**



**RPL West (Cleveland)**



**RPL South (China Grove)**

## Vision, Mission, & Areas of Emphasis

Responding to its **Vision** of “**A knowledgeable, progressive, diverse, and economically vibrant Rowan County,**” Rowan Public Library has identified its **Mission** as:

***Inspiring the spirit of exploration and the power of imagination, promoting the joy of reading, and supporting the lifelong pursuit of knowledge for all people.***

Accordingly, the library must respond to a diverse client base by providing a complex mix of information services in a variety of formats. Clearly, the library will continue to build its collections and deliver its services, even as it adapts continuously to the ever-changing demands of the local populace and the advances of emerging technologies.

In so doing, the library will focus on seven areas of emphasis in developing special efforts and concentrating its resources:

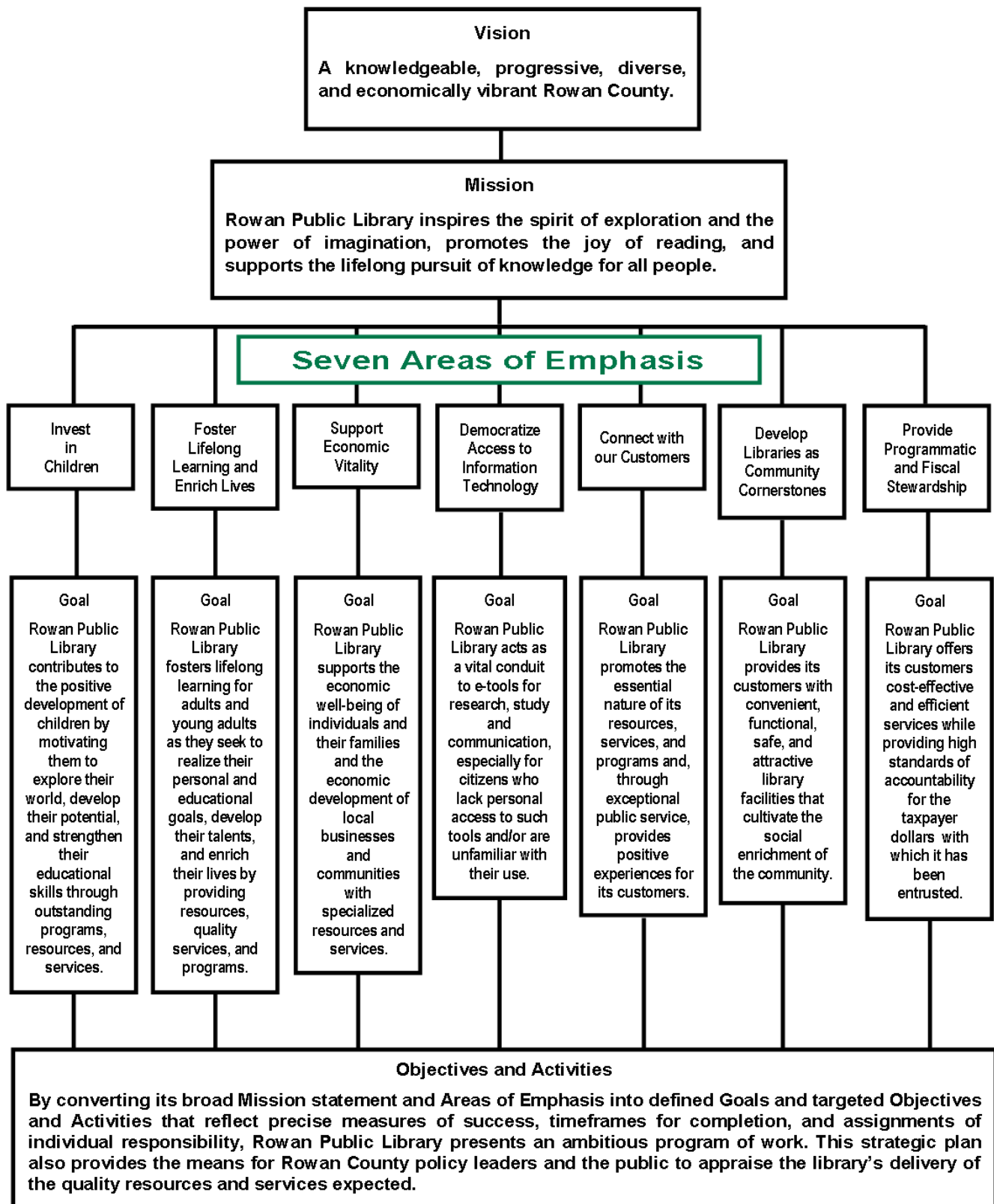
- **Invest in Children**
- **Foster Lifelong Learning and Enrich Lives**
- **Support Economic Vitality**
- **Democratize Access to Information Technology**
- **Connect with Our Customers**
- **Develop Libraries as Community Cornerstones**
- **Provide Programmatic and Fiscal Stewardship**

The pages that follow cover these areas in detail, listing a general goal for each and the specific objectives and the actions needed to attain them. Also identified are the library staff holding lead responsibility for successfully addressing each objective and the criteria that will determine whether or not that success has been achieved.

As a public agency, Rowan Public Library has an attendant responsibility to define its program of work in a manner that allows evaluation of its effectiveness, not only by its policy and staff leadership, but also by the public in general. This strategic plan provides such a means.

Along with the ability to measure the effectiveness of the library’s program of work, it is the hope of Rowan Public Library staff, its Board of Trustees, and the Rowan County Board of Commissioners that this document helps guide the library system in growing its customer base and fostering the loyalty of those who will be library advocates and promoters.

## Framework for Accountability





## Invest in Children

### Summary

- ▶ *Contribute positively to mental, psychological, and physical development*
- ▶ *Promote the joy of reading through storytelling*
- ▶ *Provide year-round reading activities to strengthen reading skills*
- ▶ *Offer homework help*
- ▶ *Encourage lifelong learning*
- ▶ *Partner with schools and preschool programs to strengthen learning skills*
- ▶ *Develop collections and programs tailored to the defined demographic*
- ▶ *Model teaching and storytelling techniques for caregivers*



### Goal

Through outstanding programs, resources, and services, Rowan Public Library contributes to the positive development of children by motivating them to explore their world, develop their potential, and strengthen their educational skills.

## Objective 1

### Create and update unique, attractive spaces especially designed for children and parents

Desired Outcome: Children and parents seek out children's services areas as comfortable, desirable destinations

Activity A: Further renovate Headquarters' children's area with an updated theme designed for children

Activity B: Replace worn furnishings in Headquarters' children's area, which will encourage children and parents to sit and read together

Activity C: Plan a children's area at the new West Rowan Branch Library that will appeal to children and be seen as a desirable destination

Responsibility: Youth Services Supervisor  
Library Services Manager  
Branch Operations Manager

Cost: Annual Operating Budget

## Objective 2

### Provide computer services that are educational and entertaining

Desired Outcome: Children visit the library to use computers for learning and entertainment

Activity A: Continue to evaluate existing software programs and services and discard those that are out of date

Activity B: Find and evaluate new and innovative programs and services that have significant child appeal and implement the most valuable

Activity C: Research and explore grant funding for updated and expanded AWE early literacy platforms in the children's areas

Responsibility: Youth Services Supervisor  
Technical Services Supervisor

Cost: Annual Operating Budget  
Grant Funding

**Objective 3****Market the summer reading program with an emphasis on at-risk students**

Desired Outcome: At-risk students improve their reading skills

- Activity A: Continue to evaluate and develop the program's annual implementation and marketing plan
- Activity B: Partner with the Rowan-Salisbury School System, Rowan Literacy Council, Crosby Scholars and Youth Council to identify and serve at-risk students
- Activity C: Incorporate a sensory storytime into the summer schedule
- Activity D: Assess and adjust traditional summer reading program schedule to maximize efficiency and staffing while providing optimal program times for participants
- Activity D: Utilize READsquared software throughout the year, taking advantage of special features (raffles, reading lists, expanded missions) This software is offered for free through the State Library of NC

Responsibility: Youth Services Supervisor  
Library Management Team

Cost: Annual Operating Budget

**Objective 4****Continue to expand regular storytime programs to incorporate rhythm, music, and art**

Desired Outcome: Children throughout Rowan County learn basic listening and rhythm skills, positively impacting their literacy, social and emotional development, pattern recognition, and learning of language and mathematics

- Activity A: Provide children with opportunities to listen to music and to create their own, using various instruments
- Activity B: Using various tools, incorporate rhythms found in books and music to develop pattern recognition
- Activity C: Provide crafts and basic art opportunities to expand imaginative thinking and improve direction-taking
- Activity D: Develop sensory storytimes and other specialized programs for children with disabilities
- Activity E: Supplement in-house programming by creating kits that parents can check out in order to teach literacy and employ manipulatives at home

Activity E: Incorporate ALA *Every Child Ready to Read* principles into storytimes

Responsibility: Youth Services Supervisor

Cost: Annual Operating Budget

### Objective 5

#### **Design and implement additional programming targeting tweens (children in upper elementary school grades)**

Desired Outcome: Children view the library as a place for learning and entertainment in a fun, safe environment

Activity A: Develop book-based programs focusing on current trends

Activity B: Explore winter reading programs utilizing READsquared software

Activity C: Continue partnering with the Children's Theatre, Livingstone College, the Rowan-Salisbury School System, and the Salisbury Symphony

Activity D: Expand the annual bookmark contest into a regional contest that collaborates with other county libraries

Activity E: Research and develop other programs of interest for the defined demographic

Activity F: Develop and implement a plan to make the new programs reoccurring, consistent across the system

Activity G: Expand social media presence with green screen storytimes using stories in the public domain

Responsibility: Youth Services Supervisor  
Children's Librarian at RPL South  
Children's Outreach Program Supervisor

Cost: Annual Operating Budget

### Objective 6

#### **Continue to develop and expand the *Books To Grow* Program**

Desired Outcome: To provide patrons with quality programming and materials that encourage "Read Aloud" sessions at home on a routine basis

Activity A: As public schools add more NC Pre-K classrooms, increase the number of classrooms that the library serves

Responsibility: Youth Services Supervisor  
Children's Outreach Program Supervisor

Cost: Annual Operating Budget



*Books to Grow Kit*

## Objective 7

### Expand *Stories to Go* by adding a second bookmobile

Desired Outcome: Centers on the waitlist (as of Spring 2021) take part in the *Stories to Go* program, and centers previously served have more frequent visits

Activity A: Find and acquire additional vehicle for bookmobile

Activity B: Acquire additional staff for expanded services

Activity C: Develop rotation for the two bookmobiles to provide service to child care centers on a three to four week rotation

Activity D: Create STEAM kits for classrooms to check out between visits

Responsibility: Youth Services Supervisor  
Children's Outreach Program Supervisor  
Stories to Go Staff

Cost: \$400,000  
Annual Operating Budget



**Objective 8****Professional development for children's storytime staff**

Desired Outcome: Further develop the professionalism, quality and consistency of children's storytimes system-wide through training in storytelling techniques, public speaking, acting and vocalization skills.

Activity A: Research and identify affordable training programs, online courses and workshops to develop storytime skills

Activity B: Identify staff that are interested in and would benefit from additional training, have them share what they have learned with coworkers

Activity C: Research and identify affordable training programs, online courses and workshops to further develop competencies associated with virtual storytelling programs including video and production technologies

Responsibility: Youth Services Supervisor  
Branch Supervisors

Cost: \$1,500  
Annual Operating Budget

**Objective 9****Implement 1,000 Books Before Kindergarten program**

Desired Outcome: Launch this program which targets children 0-4 years old and their families to encourage early literacy skills

Activity A: Research, identify and attend training/workshops for this program

Activity B: Assign staff to design and oversee the program and work with the library's PR team to promote the program year-round

Activity C: Educate all library staff on the how the program works and how they can effectively promote it to the public

Responsibility: Youth Services Supervisor  
Branch Supervisors

Cost: \$1,000  
Annual Operating Budget  
Grant opportunities

## Foster Lifelong Learning and Enrich Lives

### Summary

- ▶ *Develop collections for recreational, informational and educational interests*
- ▶ *Create programs of interest to adults and young adults*
- ▶ *Support educational endeavors for students of all ages*
- ▶ *Answer questions from the very simple to the very complex*
- ▶ *Connect library users with computers, other devices, and online resources*
- ▶ *Provide opportunities for citizens to increase their technological literacy*
- ▶ *Support adult literacy programs*
- ▶ *Value Rowan County's rich heritage by collecting local history and genealogy materials and providing research assistance*



### Goal

Rowan Public Library fosters lifelong learning for adults and young adults as they seek to realize their personal and educational goals, develop their talents, and enrich their lives by providing quality resources, services, and programs.



## Objective 1

### Expand program activities for adults and young adults

Desired Outcome: Customers enjoy a wider variety of programming on current topics, and program attendance increases

Activity A: Develop a multi-modal program that incorporates both the physical and digital collections

Activity B: Offer a workshop on how to preserve documents and artifacts; partner with Rowan Museum and/or film and archive for later use

Activity C: Offer a variety of informative and self-improvement workshops for adults and young adults, such as legal seminars and scholarship application assistance

Activity D: Continue to offer vibrant teen programming that utilizes input from the Teen Advisory Board and incorporates the library's makerspace

Responsibility: Adult Services Supervisor  
Youth Services Supervisor  
Young Adult Librarian

Cost: Annual Operating Budget  
Friends of Rowan Public Library  
NC Humanities Grants

## Objective 2

### Further engage teens in art and literature

Desired Outcome: Attractive, teen-oriented spaces allow for the creation and sharing of literature, music, and art

Activity A: Continue to provide opportunities for teens to explore the growing media of digital technologies by accessing and using animation technology and 3D printing

Activity B: Develop a Poetry Slam program for teens in conjunction with the Rowan-Salisbury School System

Activity C: Develop and provide opportunities for teens and their parents to learn about college funding

Activity D: Actively participate in YALSA-sponsored Teen Read Week and Teen Tech Week on a regular basis

Activity E: Research and develop makerspace activities for teens



Activity F: Continue to provide and expand summer reading for teens through online registration and tracking software that works with the current summer reading program

Activity G: Redesign and relocate the Teen Space at RPL South (China Grove)

Responsibility: Youth Services Supervisor  
Young Adult Librarian  
Children's Librarian, South Branch

Cost: Annual Operating Budget  
Grants  
Other Funding to be Determined

### Objective 3

#### **Continue to improve and expand local history digital archives available through the library's website**

Desired Outcome: The improved website attracts more traffic, which, in turn, attracts more visitors to the physical library

Activity A: Select, digitize, and publish additional historical documents and online exhibits to the library's website on an annual basis

Activity B: Develop and publish finding aids for current and newly acquired collections to the library's website

Activity C: Microfilm, digitize, and index the McCubbins/Linn/Auxiliary Collection (professionally outsource this activity)

Responsibility: History Room Supervisor

Cost: Annual Operating Budget  
Grants  
Other Funding to be Determined

### Objective 4

#### **Improve and expand readers' advisory services for adults and young adults**

Desired Outcome: Staff are better able to assist customers and fulfill their reading, listening, and viewing needs

Activity A: Identify effective web-based training materials and provide staff with opportunities to complete them

Activity B: Evaluate usage of reader advisory tools

Activity C: Expand and promote venues for readers' advisory (i.e. Facebook, the library's *Library Notes* column, display screens, *Goodreads*, etc.)

Responsibility: Information Services Staff  
Adult Services Supervisor  
Young Adult Librarian

Cost: Annual Operating Budget

### **Objective 5**

#### **Partner with community theater and arts organizations to enhance these services in the community**

Desired Outcome: Enhanced community opportunities for the arts in Rowan County

Activity A: Pursue developing a storytelling amphitheater at South Rowan Regional Library

Activity B: Continue partnering with agencies such as Waterworks Visual Arts Center, Piedmont Players, Lee Street Theatre, Rowan Arts Council, Salisbury Symphony, Center for Faith & the Arts, and Livingstone College on community theater and art projects

Responsibility: Library Management Team  
Librarians

Cost: Annual Operating Budget

### **Objective 6**

#### **Partner with surrounding county libraries and Rowan County organizations and agencies to promote reading for all ages**

Desired Outcome: Extensive promotion of reading

Activity A: Partner with other library systems and/or entities to offer extended reading programming (for example, RPL participated in the 2018 Great American Read, launched by the Public Broadcasting Service)

Activity B: Participate in World Book Night and provide a site for book distribution to community members

Activity C: Participate in Little Free Libraries, assisting with collecting books to stock Little Free Libraries in Rowan County and promoting them and maintaining the Little Free Library on the grounds of RPL West

Activity E: Explore collaborating with area libraries to sponsor a library night at Atrium Health Ballpark, home of the Kannapolis Cannon Ballers.

Responsibility: Assigned Staff

Cost: Annual Operating Budget  
Grants  
Donations

## Support Economic Vitality

### Summary

- ▶ *Develop specialized collections for small businesses*
- ▶ *Enhance the quality of life in our communities*
- ▶ *Contribute to economic development*
- ▶ *Aid those in search of employment*
- ▶ *Promote adult literacy programs*
- ▶ *Support communities with meeting spaces*
- ▶ *Provide research and resources for Rowan County Government*
- ▶ *Collaborate on promotion of Rowan County*



### Goal

With specialized resources and services, Rowan Public Library supports the economic well-being of individuals and their families and the economic development of local businesses and communities.

## Objective 1

### **Promote the library as a quality of life resource to potential citizens and businesses relocating to Rowan County**

Desired Outcome: Local business and economic leaders recognize the library's significant role in enhancing the quality of life in Rowan County

Activity A: Partner with local agencies, including the Rowan County Convention & Visitors Bureau, Rowan IDEA Center, and the Economic Development Commission, to promote the impact of library resources and services upon quality of life in Rowan County

Activity B: Explore and identify promotional opportunities online, such as [visitsalisburync.com](http://visitsalisburync.com)

Responsibility: Librarians  
Library Director

Cost: Annual Operating Budget

## Objective 2

### **Provide assistance and resources to community members seeking employment and/or development of job, career, and life skills**

Desired Outcome: Rowan County citizens are more prepared for success on the job market, enjoy a better quality of life, and experience skill development

Activity A: Offer tech stops/classes on topics such as computer literacy, resume creation, job searching, etc.

Activity B: Create pathfinding materials to assist patrons in navigating commonly used job-seeking websites

Activity C: Collaborate with local agencies and JobLink to provide resources for job seekers

Activity D: Hold an annual job fair at RPL Headquarters (Salisbury)

Activity E: Create a resource guide for customers and local agencies to help them identify and utilize library resources to assist with employment skills and career development

Responsibility: Information Services Staff  
Adult Services Supervisor  
Technical Services Supervisor

Cost: Annual Operating Budget

### Objective 3

#### **In coordination with the Tourism Development Authority and Rowan County Genealogical Society, develop a genealogy conference**

Desired Outcome: Rowan Public Library and Rowan County at large are widely recognized as valuable sources for genealogy materials and research

Activity A: Study similar programs

Activity B: Create a task force to guide the creation of the conference

Responsibility: History Room Supervisor  
Technical Services Supervisor  
Library Services Manager

Cost: Not yet known

### Objective 4

#### **Promote entrepreneurship and the development of small business in Rowan County**

Desired Outcome: Those who wish to start businesses in Rowan County receive the necessary support, including guidance, information and services

Activity A: Target the small business collections (print and digital materials, online resources) for enhancement and update promotion efforts

Activity B: Collaborate with local agencies and initiatives to provide programming at the library on starting and/or operating a business

Activity C: Provide training in office applications, productivity software, and online resources

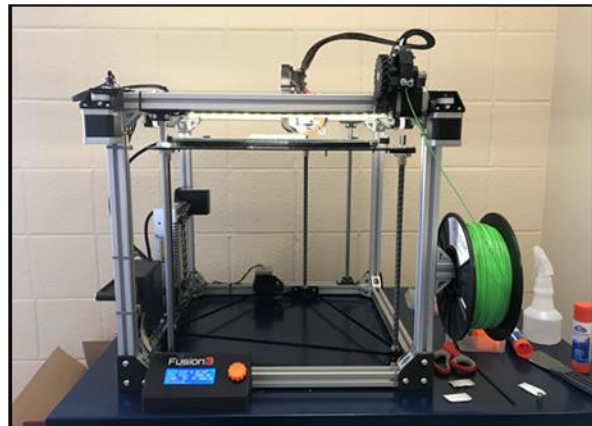
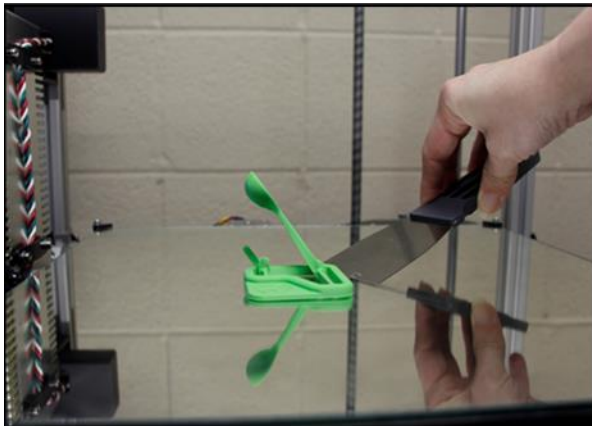
Responsibility: Information Services Staff  
Adult Services Supervisor

Cost: Annual Operating Budget

## Democratize Access to Information Technology

### Summary

- ▶ *Ensure that all community members have equal access to information technology*
- ▶ *Conduct relevant training programs on computer uses*
- ▶ *Emphasize the distinction between raw data and vetted information*
- ▶ *Incorporate current technology applications throughout the library*
- ▶ *Maintain a comprehensive, responsive, and easily accessible website*



### Goal

Rowan Public Library acts as a vital conduit to e-tools for research, study, and communication, especially for citizens who lack personal access to such tools and/or are unfamiliar with their use.

## Objective 1

### Use information technology to make library resources universally available to the community twenty-four hours a day

Desired Outcome: Library customers can use library resources and services off-site twenty-four hours a day, seven days a week

Activity A: Further develop the library's digital archives for those who are interested in local history and genealogy

Activity B: Enhance the library's web pages and include clearer headers to help guide users to digital resources.

Activity C: Pursue development of the use of mobile apps for online access to library resources and tools

Responsibility: Library Management Team  
Technical Services Supervisor  
Information Technology Staff

Cost: Annual Operating Budget

## Objective 2

### Ensure equity of access to emerging electronic technologies that improve access to information and resources for the community

Desired Outcome: Library customers receive library information and materials through the easiest available means

Activity A: Broaden public access to tablets and/or other mobile computing devices

Activity B: Expand digital and audiovisual materials collections

Activity C: Convert analog oral history materials to digital format

Activity D: Evaluate electronic resources collection for potential expansion

Activity E: Explore use of emerging technologies for children, teens, and adults

Activity F: Improve access and functionality to makerspace and makerspace technologies to encourage creativity and spark curiosity in STEAM areas

Responsibility: Library Management Team  
Information Services Staff

Cost: Annual Operating Budget

### Objective 3

#### Effectively use the Internet to best provide information about and access to library services, resources, and programs

Desired Outcome: The community enjoys convenient online access to library resources and information about library services and programs

Activity A: Digitize McCubbins & McCubbins Annex Files and other rare documents for public use

Activity B: Continue digitizing and indexing the *Salisbury Post* newspaper

Activity C: Assist and support Friends of RPL and RPL Foundation to create their websites, thereby improving accessibility to information about their organizations and to online giving opportunities in support of the Library.

Responsibility: Information Technology Staff  
Information Services Staff  
History Room Supervisor  
Public Relations Team

Cost: Annual Operating Budget



### Objective 4

#### Expand computer literacy programs with a variety of public classes

Desired Outcome: Citizens acquire basic and advanced computer literacy skills

Activity A: Support and promote classes in basic computer skills, job seeking, audiovisual technologies, productivity applications, etc.

Activity B: Provide individualized instruction through reference interactions with Tech Stop appointments for more in-depth one-on-one learning.

Responsibility: Adult Services Supervisor  
Information Services Staff

Cost: Annual Operating Budget



## Connect with our Customers

### Summary

- ▶ *Dedicate energies to providing outstanding customer service*
- ▶ *Respond to and anticipate customer requests*
- ▶ *Recruit and hire a diverse, professional, friendly workforce*
- ▶ *Promote effective communication*
- ▶ *Train staff continually*
- ▶ *Promote the library, its services, and its collections*



### Goal

Rowan Public Library promotes the essential nature of its resources, services, and programs and, through exceptional public service, provides positive experiences for its customers.

## Objective 1

### **Develop and implement marketing efforts that focus on the reliable information, services, and program opportunities offered by the library**

Desired Outcome: Current and potential library customers are aware of the quality and variety of library services provided

Activity A: Increase community awareness about library services with promotion of library programs and services through existing and new media outlets, including radio, newspaper, local publications, websites, social media, and local venues

Activity B: Gather customer input as a tool to improve and educate the community about our services and programs

Activity C: Enhance and promote community connections and civic participation by partnering with local organizations and groups, such as the Rowan County Convention & Visitors Bureau and the Rowan-Salisbury School System

Responsibility: Library Services Manager  
Library Management Team

Cost: Annual Operating Budget

## Objective 2

### **Provide customer service and library advocacy training to staff and board members that reinforces the connections between our services and the community**

Desired Outcome: Community members feel positive about their library experience and the library system as a whole

Activity A: Provide staff customer service training that reinforces communicating a spirit of helpfulness and engaging with customers

Activity B: Provide advocacy training for library staff and board members

Responsibility: Library Management Team  
Library Director

Cost: Annual Operating Budget

### Objective 3

#### Effectively use Internet and social media platforms as educational, informational, and communication tools

Desired Outcome: The community enjoys convenient, online access to library resources and information about library services and programs

Activity A: Continuously update the library's website to increase visibility of primary services, promote access to resources and information, and provide timely updates about programs and events

Activity B: Continue to utilize the library's Facebook page, Instagram, Twitter, and other social media platforms to publicize programs and events and to invite participants

Activity C: Provide training opportunities for staff to learn how to create early literacy virtual programs

Responsibility: Library Services Manager  
Technical Services Supervisor  
Public Relations Team

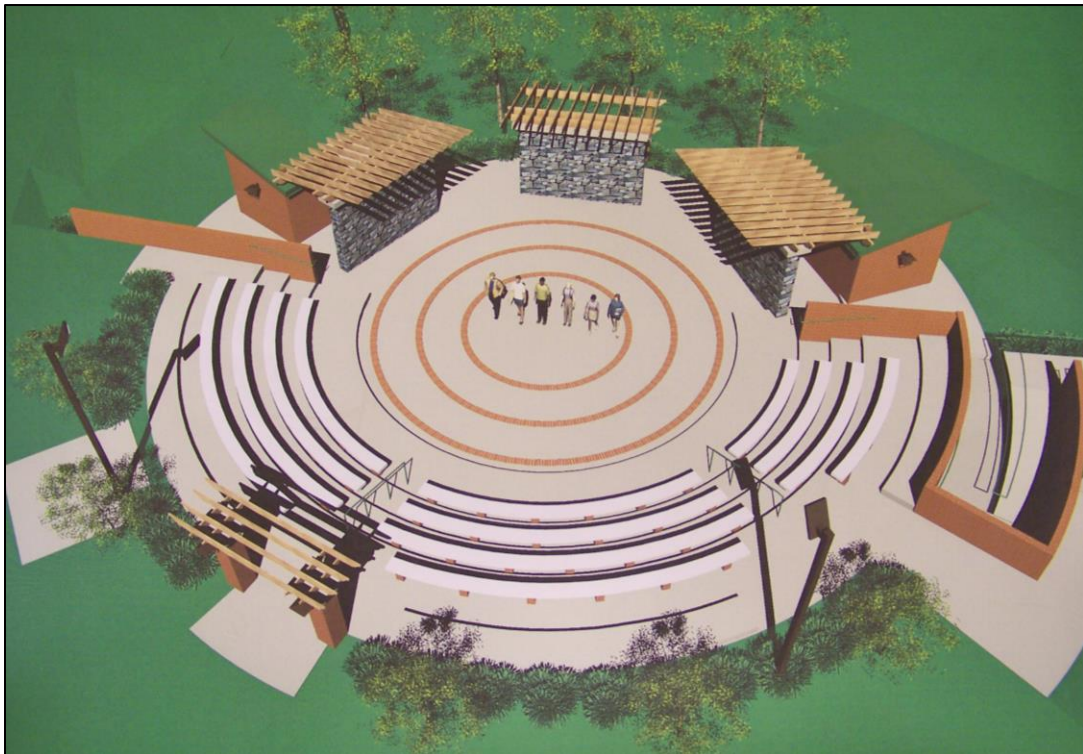
Cost: Annual Operating Budget



## Develop Libraries as Community Cornerstones

### Summary

- ▶ *Enhance our neighborhoods with attractive and inviting facilities*
- ▶ *Maintain comfortable, safe, and secure facilities*
- ▶ *Plan for future growth*
- ▶ *Accommodate for facility enhancement and expansion*



### Goal

Rowan Public Library provides its customers with convenient, functional, safe, and attractive library facilities that cultivate the social enrichment of the community.



## Objective 1

### West Branch Library project

Desired Outcome: Build awareness of and a strong customer base for the new RPL West Branch in Cleveland

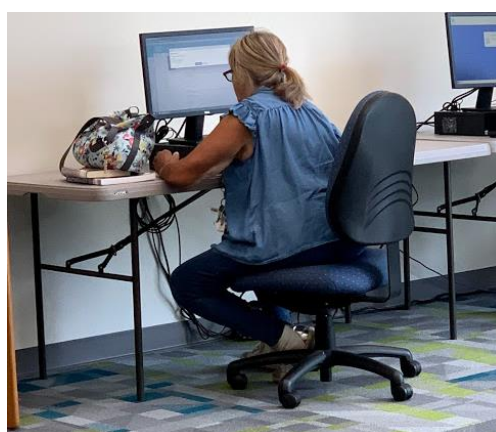
Activity A: Continue to work with library consultant(s) on interior design and selection of appropriate library furnishings and service desk

Activity B: Continue community awareness campaign to build support for the branch

Activity C: Continue to seek monetary donations to support branch collections

Responsibility: Library Director  
Library Management Team  
RPL Foundation

Cost: \$100,000  
Annual Operating Budget  
Donations



## Objective 2

### **Begin evaluation for the addition of a new library facility or significant addition to East Branch Library**

Desired Outcome: Initiate plans to expand services to the citizens of East Rowan

Activity A: Collect demographic and statistical data for the area

Activity B: Determine factors to be considered for library expansion in the area

Responsibility: Library Director  
East Branch Supervisor  
Library Management Team

Cost: Not yet known

## Objective 3

### **Expand storage capability for local history and genealogy materials**

Desired Outcome: Efficient storage that meets archival standards and permits the retrieval of materials while allowing the continued collection of important documents

Activity A: Digitize materials so that information is accessible without requiring the retention of physical items

Activity B: Install compact mobile shelving surplussed from the Department of Social Services in July 2020 and currently stored at West End Plaza in Unit D-2.

Activity C: Conduct space needs study for the Edith M. Clark History Room

Responsibility: Library Director  
History Room Supervisor  
Library Management Team

Cost: Annual Operating Budget  
Grant Opportunities

## Provide Programmatic and Fiscal Stewardship

### Summary

- ▶ *Secure adequate funding for quality, cost-effective services*
- ▶ *Evaluate services, programs, and staffing*
- ▶ *Strategize to anticipate and meet future needs*
- ▶ *Utilize the latest technology innovations to achieve greater efficiency*



### Goal

Rowan Public Library offers its customers cost-effective and efficient services while providing high standards of accountability for the taxpayer dollars with which it has been entrusted.

## Objective 1

### Improve and expand staff training

Desired Outcome: Staff are better trained to serve customers well

Activity A: Update staff orientation program

Activity B: Create new online training manuals that are division specific

Activity C: Create new and/or make use of existing web-based training modules for efficient staff training

Activity D: Establish quarterly rotating shift assignments between public service desks so that staff can experience working at all library locations

Activity E: Develop in-house staff training opportunities for professional librarians

Activity F: Incorporate more vigorous diversity, equity and inclusion training

Responsibility: Library Management Team  
Supervisors

Cost: Annual Operating Budget

## Objective 2

### Increase Library Endowment

Desired Outcome: Library collections are improved through increased funding

Activity A: Develop and implement signature fundraising event

Activity B: Develop new promotional materials for the Foundation

Activity C: Educate library staff about Foundation activities so that they can speak confidently and accurately about Foundation activities and donation opportunities

Responsibility: Library Director  
Library Management Team  
Rowan Public Library Foundation

Cost: Annual Operating Budget



### Objective 3

#### Improve library system operations through reorganization of staff as needed

Desired Outcome: The library is more responsive to the needs of its customers

Activity A: Explore reorganization and work flows when a position is vacated

Responsibility: Library Management Team  
Supervisors

Cost: Annual Operating Budget

### Objective 4

#### Seek additional means for improving operational efficiency

Desired Outcome: The library will reduce costs of operations

Activity A: Evaluate collection practices and investigate more effective means of collecting overdue fees

Activity B: Pursue system-wide booking software for meeting room use

Activity C: Evaluate InterLibrary Loan services and investigate more effective means of providing this service and lower cost to customers.

Responsibility: Library Director  
Library Management Team  
Supervisors

Cost: \$1,500

### Objective 5

#### Develop integrated program for library energy efficiency and recycling

Desired Outcome: The library will be a good steward of natural resources

Activity B: Adopt policy for using low VOC paints and finishes in library facilities

Activity C: Replace lighting with LED fixtures as funding permits

Activity E: Incorporate green building tech in expansion, renovation, and new construction

Activity F: Increase use of recycled and renewable resources and products

Responsibility: Library Management Team  
Supervisors

Cost: Annual Operating Budget

**BYLAWS  
Of  
ROWAN PUBLIC LIBRARY BOARD OF TRUSTEES**

*Revised 12-04-2019, 08-24-2022*

The Board of Trustees of Rowan Public Library exists by virtue of the provision of North Carolina General Statute 153A-265 through 153A-266 and exercises the powers, authority, and assumes the responsibilities delegated to it by the Rowan County Board of Commissioners.

**COMPOSITION, APPOINTMENT, TERM, REMOVAL**

The Board of Trustees shall be composed of 9 members. The Rowan County Board of Commissioners appoints 6 members and 3 members serve in an ex-officio capacity. The three ex-officio members are the president of the Friends of Rowan Public Library, the president of Rowan Public Library Foundation, and the Rowan County Commissioner appointed as liaison. The Rowan County Board of Commissioners shall appoint and reappoint members as vacancies occur. The Board of Commissioners may remove a Trustee at any time for incapacity, unfitness, misconduct or neglect of duty (GS 153A-265).

**BOARD TERM AND TERM LIMITS**

3 years, maximum 2 consecutive terms, with the exception of ex-officio members who will serve as long as they hold the office that qualifies them to serve on the Rowan Public Library Board of Trustees. After a board member has served two terms he or she may be reappointed after an absence of one year.

**BOARD POWERS AND DUTIES**

The Rowan County Board of Commissioners reserves the supervision and care of library facilities, appointments of employees, and budget development for itself.

The Trustees role is:

1. To formulate and adopt programs and policies for the library. The Rowan County Board of Commissioners have legal regulatory power for the library;
2. To make recommendations to the governing body concerning the construction and improvement of buildings and other structures for the library system;
3. To provide a representation on an interview committee for selection of a library director;
4. To serve as the final authority in re-determination of the availability of library materials;
5. To serve as the final authority in banning appeals;

6. To establish a schedule of fines and charges for late return of, failure to return, damage to, and loss of library materials, and to take other measures to protect and regulate the use of such materials;
7. To extend the privileges and use of the library system to nonresidents of the county which is supporting the system, on any terms or conditions the board may prescribe;
8. To otherwise advise the Rowan County Board of Commissioners on library matters.

### **LIBRARY DIRECTOR**

The Library Director shall be the executive officer of the library system and shall have general supervision and the responsibility of the libraries under the direction of the County Manager. The Library Director shall be responsible for the employment and direction of the staff, for the library services to the public, and for the operation of the libraries under the financial condition set forth in the annual budget.

### **OFFICERS**

Officers of the board are chosen for a one-year term at the June meeting. The officers shall be the Chairman and Vice-chairman. The Chairman of the board shall preside at all meetings, appoint all committees, authorize calls for special meetings and generally perform the duties of a presiding officer. In the absence of the Chairman, the Vice-Chairman shall serve or the members may select a temporary chairman for the meeting.

The Secretary of the board shall be the Library Director's Administrative Assistant (but without voting privileges), who shall keep a true and accurate account of all proceedings of board meetings, shall issue notices of all regular meetings and on the authorization of the chairman of all special meetings; shall maintain in the Library Director's office the minutes and other records of the board; and shall notify the County Manager of any vacancies on the board.

### **MEETINGS**

General: The Board shall schedule regular bi-monthly meetings, at a regular time and date agreeable to members of the board. Special meetings may be called by the Chairman or on the written request of two members for the transaction of business stated in the call for the meeting. A quorum of the board shall consist of a simple majority of the board. Present at meetings will also include participation via conference telephone. Robert's Rules of Order shall govern all proceedings. All meetings of the board will be governed by the North Carolina Open Meetings Law (NCGS 143-318.9 to 143-318.18). Order of business shall follow this order: Call to Order, Approval of Minutes, Director's Report, Old Business, New Business, and Adjournment.

Placing an Item on the Agenda: Any party may submit a written request through the Library Director to appear before the Library Board of Trustees. This written request must include the topic, purpose, and necessary background information to understand the issue and what action they wish the Library Board of Trustees to take, if any. This written request must be received by the Library Director no later than seven (7) calendar days before the next regularly scheduled Library Board meeting in order for it to be placed on the meeting agenda.

Appeals: Appeals of decisions or rulings by the Library Director must adhere to the following process: after receiving a written response from the Library Director concerning a library policy or complaint, a party may appeal the decision of the Library Director to the Library Board of Trustees by following the procedures outlined above.

#### **AMENDMENT OF BYLAWS**

These bylaws may be amended at any regular meeting of the board of trustees by a majority vote, provided the amendment has been submitted in writing at the previous regular meeting. Amendments without notice require a majority vote of the entire board of trustees.

-END-

**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:** Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Melissa Oleen, Director, RPL  
**DATE:** 8/29/22  
**SUBJECT:** Approval to Accept Bright Ideas Funding (RPL)

---

Rowan Public Library has received notification of "Bright Ideas Grant" funding awarded by the State Library of NC, Department of Natural and Cultural Resources, under the Library Services and Technology Act.

Funding is in the amount of \$9,900 to support the Library's "Book-Bike" project.

**Additional Information:**

*"This program was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources."*

**Recommendation:** The Director of the Library and Director of Grants Administration/Government Relations recommends that the Board of Commissioners approve acceptance of these funds.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Bright Ideas Grant Agreement	8/29/2022	Cover Memo

**GRANT AGREEMENT**  
**LSTA 2021-2022 SLNC Bright Ideas Grant**  
 State Project Code: NC-21-533

This is an agreement by and between Rowan Public Library,  
 hereinafter referred to as "the Library," and the State Library of North Carolina, Department of Natural and  
 Cultural Resources, hereinafter referred to as the "State Library."

Institution and/or Library Name: Rowan Public Library

Mailing address: 201 West Fisher Street

City, State, ZIP: Salisbury, NC 28144-4953

Project manager name/title: Laurie Lyda

Project manager telephone: 704-216-8228

Project manager email: Laurie.Lyda@rowancountync.gov

Unique Entity Identifier: GCB7UCV96NW6

Federal Employer Identification Number: 56-6000336-H

Indirect cost rate for this award: N/A

Library fiscal year ending date: June 30

Federal Award Identification Information required by 2 CFR 200.332

Federal Award ID number: LS-249980-OLS-21

Federal Award Date: January 19, 2021

Grant Award Period Start and End Date: April 20, 2022 – September 1, 2022

Amount of Federal Funds Obligated by this Action: \$ 9900.00

Federal Award Project Description as required by FFATA: LSTA State Grants

Contact information for awarding official: Catherine Prince, Federal Programs Consultant, State Library  
 of North Carolina, 4640 Mail Service Center, Raleigh, NC, 27699-4600, 919-814-6796,  
 catherine.prince@ncdcr.gov.

CFDA Name / Number: Grants to States / 45.310

This award is not R&D.

The State Library has agreed to fund this grant with federal Library Services and Technology Act (LSTA)  
 funds to be disbursed through North Carolina Accounting System accounting fund 4601 1495 410 145.

**IN CONSIDERATION OF RECEIVING THE ABOVE REFERENCED GRANT FUNDING,  
 THE LIBRARY HEREBY AGREES TO:**

1. Accept and administer an LSTA grant from the State Library in the amount of \$ 9900.00  
 for costs associated with the project represented in the Library's grant application, grant  
 award letter, and any amendments thereto.
2. Abide by all Grant Provisions as certified in this document and the grant application; including any  
 certifications submitted with this grant agreement such as Children's Internet Protection Act (CIPA)  
 Compliance and Certification Regarding Debarment and Suspension; Lobbying; Federal Debt Status;  
 and Nondiscrimination.

3. Regularly inform the State Library on the progress of project activities as defined in the grant application.
4. Encumber and expend project funds (grant and matching)
  - only upon or after the effective date of this grant agreement and before its termination;
  - in accordance with the project budget as submitted with the project application, or as modified in the grant award letter, or as amended and approved by the State Library; and
  - in accordance with all applicable local, state and federal laws and regulations.
5. Expend project funds in a manner that ensures free and open competition.
6. Submit grant reimbursement requests with appropriate documentation of eligible project expenditures as defined in the grant application when there are significant expenditures, or at least mid-way through the grant period.
7. On or before **August 1, 2022**, request a minimum of seventy-five percent (75%) of the award amount; provide a list of remaining activities with an estimate of remaining grant expenditures as defined in the grant application.
8. Complete all project expenditures by **September 1, 2022**, or by the termination date of this agreement as amended by mutual consent.
9. On or before **September 15, 2022**, submit a final request for reimbursement.
10. If eligible, the Library and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
11. Request prior written approval from the State Library for any equipment with a per unit price above \$5,000. List this equipment on the State Library Annual Equipment Tracking Survey, provided each January, for the remainder of its useful life. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.
12. Acknowledge the Institute of Museum and Library Services in all related publications and activities in conjunction with the use of grant funds as follows: "This publication/activity/program/etc. was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act (LSTA) as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources (IMLS grant number LS-249980-OLS-21)." Submit a copy of any publications or materials produced under the grant to the State Library.
13. Provide library services resulting from the grant to all members of the community served, in compliance with all Federal statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age.
14. Request prior written approval from the State Library for any subcontracting or assignment to any subgrantee or assignee. Neither the Library nor any subgrantee or assignee is relieved of the duties and responsibilities of this agreement. Subgrantees and assignees agree to abide by the terms of this agreement and must provide all information necessary for the Library to comply with the terms of this agreement.
15. Only approved, awarded expenditures are allowable; any funds not expended as defined in the grant application will be repurposed by the State Library upon termination of this agreement.

16. Submit a final report to the State Library by **October 1, 2022**, providing a description of project expenditures, a narrative of project activities, and other elements required by the funder.
17. Certify upon completion of the grant that grant funds were received, used, and expended for the purposes for which they were granted.
18. Complete the Single Audit Certification as directed and maintain adequate financial records to ensure complete reporting, and retain programmatic, financial, and audit records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer. Provide access upon request to the Department of Natural and Cultural Resources, Office of the State Auditor, Institute of Museum and Library Services and the Comptroller General or their designees, to all records and documents related to the award, including audit work papers in possession of any auditor of the Library.
19. Ensure that grant funds are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations, and, as applicable, according to the standards of 2 CFR 200, Subpart F - Audit Requirements, as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
20. Comply with the requirements of North Carolina General Statute 143C-6-23: "State grant funds: administration; oversight and reporting requirements" and the corresponding rules of North Carolina Administrative Code, Title 9, Subchapter 03M, "Uniform Administration of State Grants," including submission of required financial reports within six months (or nine months for \$500,000 threshold) of the end of the Library's fiscal year(s) in which grant funds are received.
21. The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during and after the term of the contract to verify accounts and data affecting fees or performance).
22. If not already on file, file with the State Library a copy of the Library's **policy addressing conflicts of interest** that may arise involving the Library's management employees and members of its board of directors, commissions, or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Library's employees or members of its board, commissions, or other governing body, from the Library's disbursing of grant funds and local matching funds and shall include actions to be taken by the Library or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. (N.C.G.S. 143C-6-23(b)). The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234.
23. File with the State Library the Library's sworn written statement completed by the Library's board of directors or other governing body stating that, pursuant to N.C.G.S. 143C-6-23(c), the Library does not have any **overdue tax debts**, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of G.S. 160A-479.11 and 14-234.

#### **THE STATE LIBRARY AGREES TO:**

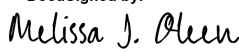


1. Award LSTA grant funds to the Library in the amount and under the terms and conditions stated above, subject to the availability of funds.
2. Pay LSTA grant funds upon receipt of reimbursement requests for approved, awarded expenditures submitted by the Library. Pay by **August 31, 2022**, all approved requests received on or before **July 15, 2022**, and by **September 30, 2022**, all approved requests received by **August 15, 2022**.
3. Assist the Library as appropriate and necessary with the implementation of this project. Provide monitoring and oversight through a combination of periodic emails, calls, visits, and review of reimbursement requests and reports.
4. Report on this project to the federal funding agency, the Institute of Museum and Library Services, and the North Carolina Office of State Budget and Management in accordance with all applicable federal and state requirements.

**THIS AGREEMENT** is in effect upon signing by all parties. It may be amended, if necessary, upon the mutual acceptance of a written amendment to this agreement signed and dated by the Library and the State Library. Such amendment(s) shall state any and/or all change(s) to be made. This agreement may be terminated by mutual consent with 60 days' prior written notice or as otherwise provided by law.

Returning signed agreements signifies accepting the grant award; awards not accepted by **August 31, 2022** may be withdrawn.

*[Please sign below.]*

<p>DocuSigned by:    <small>2AD9A0D9E20A404</small></p> <hr/> <p>Signature, Library Director</p> <hr/> <p>Melissa J. Oleen</p> <hr/> <p>Printed Name</p>	<p>7/19/2022</p> <hr/> <p>Date</p>
<p>x</p> <hr/> <p>Signature, Local Government or Institutional Representative</p> <hr/> <p>Aaron Church</p> <hr/> <p>Printed Name</p>	<p></p> <hr/> <p>Date</p> <hr/> <p>County Manager</p> <hr/> <p>Title</p>
<p>x</p> <hr/> <p>Signature, Michelle Underhill, State Librarian</p>	<p></p> <hr/> <p>Date</p>

**GRANT PROVISIONS**

The following state and federal provisions apply to the LSTA grant program. Libraries awarded grants must agree to comply with these provisions.

**1. Grant Agreement and Timing of Expenditures**

Official notification of the grant award must be received from the State Library and a grant agreement (formal agreement between the grantee and the State Library) signed by both the representatives of the library and the State Librarian *before* any funds may be encumbered or expended for the project.

**2. Allowable and Unallowable Costs**

Grantees must carry out the grant project according to the approved grant application, and all federal funds must be expended solely for the purpose for which a grant was awarded. The following costs are unallowable and may not be proposed as grant project costs: bad debts, contingencies, contributions and donations, entertainment, fines and penalties, under recovery of costs under grant agreements (excess costs from one grant agreement are not chargeable to another grant agreement).

**3. Legal and Regulatory Compliance**

Grantees must expend grant funds in accordance with all applicable local, state, and federal laws and regulations.

**4. Budget Revisions and Programmatic Changes**

Grantees must not deviate from the approved budget and plan for carrying out the grant project as contained in the approved grant application unless prior approval is obtained from the State Library.

**5. Records Retention**

Grantees must maintain adequate records to ensure complete reporting, and retain programmatic and financial records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer.

**6. Free and Open Competition**

Purchases made from grant funds must be carried out to ensure free and open competition to the extent possible. Libraries eligible to purchase under state contract may use this option for grant purchases.

**7. Debarment & Suspension**

Transactions for the purposes of this grant will not knowingly be made with parties who have been debarred or suspended from receiving Federal financial assistance under Federal programs and activities (Debarment and Suspension Certification). See Excluded Parties List System at <https://www.sam.gov>.

**8. Equipment Purchases and Inventory**

Equipment with a per unit price above \$5,000 requires advance written approval from the State Library. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.

**9. Publicizing & Acknowledging Funds**

Grantees are required to credit IMLS/LSTA in all related publications and activities in conjunction with the use of grant funds. Grantees should publicize grant-supported activities in available and appropriate media. The following statement must be used when meeting these requirements: "This publication/activity/program was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources." Copies of any publications or materials produced under the grant must be submitted to the State Library. IMLS logos are available at [http://www.imls.gov/recipients/imls\\_acknowledgement.aspx](http://www.imls.gov/recipients/imls_acknowledgement.aspx)

**10. Lobbying**

Grantees are prohibited by federal law from using grant funds to pay costs associated with lobbying Congress or the public for purposes of influencing elections, legislation, or the award of any federal funds. Grantees receiving an award of over \$100,000 must file a certification regarding lobbying.

**11. Non-discrimination**

All library services provided as a result of federal grant funds must be available without discrimination to all members of the community served. Participation may not be denied on the basis of race, color, national origin, handicap, age, or sex. Relevant legislation includes but is not limited to the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); The Age Discrimination Act (42 U.S.C. 6101 *et. seq.*); 45 CFR 1110 - Nondiscrimination in federally assisted programs; 45 CFR 1170 - Nondiscrimination on the basis of handicap in federally assisted programs and activities; 45 CFR 1181 - Enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by the Institute of Museum and Library Services.

**12. Trafficking in Persons**

Grantees must comply with 22 U.S.C. § 7104(g) which prohibits engaging in trafficking in persons, procuring a commercial sex act, or using forced labor.

**13. Audit and Financial Reporting Requirements**

LSTA grants must be audited in compliance with federal and state audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations. The following source documents outline the standards and requirements:

- United States Office of Management and Budget (OMB) 2 CFR 200, Subpart F - Audit Requirements
- North Carolina General Statute 143C-6-23 "State grant funds: administration; oversight and reporting requirements," and the corresponding rules of North Carolina Administrative Code, Title 09, Chapter 03M, "Uniform Administration of State Grants."

**LEGAL REFERENCES:**

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [address grants and cooperative agreements pertaining to institutions of higher education, states, local governments, Indian tribes, and nonprofit organizations]
- 2 CFR Part 3185 - Nonprocurement debarment and suspension
- 2 CFR 3186 - Requirements for drug-free workplace

## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION; LOBBYING; FEDERAL DEBT STATUS; AND NONDISCRIMINATION**

### **1. DEBARMENT AND SUSPENSION**

The grantee shall comply with 2 CFR Part 3185. The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that neither the grantee nor any of its principals:

- (a) Are presently excluded or disqualified;
- (b) Have been convicted within the preceding three years of any of the offenses listed in 2 CFR section 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR section 180.800(a);  
or
- (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this submission.

The grantee is required to communicate the requirement to comply with 2 CFR Part 180 Subpart C (Responsibilities of Participants Regarding Transactions Doing Business With Other Persons) to persons at the next lower tier with whom the grantee enters into covered transactions.

### **2. LOBBYING**

As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over \$100,000, the grantee certifies to the best of his or her knowledge and belief that:

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

### 3. FEDERAL DEBT STATUS

The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that the grantee is not delinquent in the repayment of any Federal debt.

### 4. NONDISCRIMINATION

As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 C.F.R. Part 1180.44, the undersigned, on behalf of the grantee, certifies that the grantee will comply with the following nondiscrimination statutes and their implementing regulations:

- (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability in Federally-assisted programs; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-83, 1685- 86), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance;
- (d) The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in Federally-assisted programs;

The undersigned further provides assurance that it will include the language of these certifications in all subawards and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the grantee, I hereby certify that the grantee will comply with the above certifications.

---

Signature of Authorized Certifying Official

Aaron Church

County Manager

---

Print Name and Title of Authorized Certifying Official

---

Date

I have attached my Conflict of Interest Policy

☒ My Conflict of Interest Policy is on file

I have attached my LSTA Partner Statement(s)

☒ My LSTA Partner Statement(s) are on file or I don't have eligible partners

Certification Regarding Debarment and Suspension; Lobbying; etc.

page 2 of 2

**CIPA COMPLIANCE CERTIFICATION FORM**  
for Public Libraries

As the authorized library representative, I hereby certify that the library is  
(check only **one** of the following boxes)

- A. ☒ CIPA Compliant  
The applicant library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

**OR**

- B. ☐ The CIPA requirements do not apply because no funds made available under the LSTA program will be used to purchase electronic equipment capable of accessing the Internet or to pay for direct costs associated with accessing the Internet.

Melissa J. Oleen

Print name of library director



Signature of library director

7/19/2022

Date

## CIPA COMPLIANCE INFORMATION

Libraries that are neither public libraries nor public elementary or secondary school libraries are not subject to CIPA and do not have to comply with this law.

### Overview

CIPA is the Children's Internet Protection Act, which applies to public libraries and public elementary and secondary school libraries seeking funds under the federal Universal Service (E-rate) program or the Library Services and Technology Act (LSTA) grant programs funded by the Institute of Museum and Library Services (IMLS) and administered by the State Library of North Carolina.

### Affected Libraries

The following types of libraries applying for LSTA grants from the State Library of North Carolina must be CIPA compliant and must submit the **CIPA Compliance Certification Form** with their signed Grant Agreement.

- Public libraries
- Public school libraries
- Consortia with public and/or public school libraries

If a library type listed above is already compliant with CIPA under the rules for receiving E-rate funds, that library is not affected by the rules established for LSTA grant recipients. Accordingly, the compliance information in this document applies **only** to libraries meeting **all three** of the following conditions.

The library is:

- 1) a public library or public elementary or secondary school library,
- 2) NOT required to comply with CIPA through the federal Universal Service (E-rate) program, and
- 3) seeking LSTA funds for the purchase of technology used to access the Internet and/or for the payment of direct costs associated with accessing the Internet.

Libraries that are required to comply with CIPA because of the receipt of funds from the Universal Service (E-rate) program must adhere to a different and more stringent set of requirements. More information about those requirements may be found at <<http://statelibrary.dcr.state.nc.us/hottopic/cipa/cipa.htm>>. The compliance information in this document does not apply to libraries that must comply with CIPA under the Universal Service (E-rate) rules.

### Purchases That Require CIPA Compliance

A library that is subject to CIPA under the rules for LSTA must comply with the law when either of the following are approved for purchase with LSTA funds:

- technology used to access the Internet, or
- direct costs associated with accessing the Internet (i.e., the costs of connecting to an Internet service provider [ISP]).

### Requirements for Compliance

The policy requires that some form of "technology protection measure" be in use on *all* computers used to access the Internet. *This includes computers that were not purchased with LSTA funds but that are used to access the Internet.* The law provides no other guidance on technology protection measures. According to the CIPA legislation, the technology protection measure may be disabled upon the request of the user for "bona fide research or other lawful purposes." The law as applied to LSTA grant recipients *does not differentiate* between minors and adults when a request is made to disable the technology protection measure or unblock a website. Anyone may make such a request. For purposes of CIPA, a "minor" is someone under 17 years of age.

To receive LSTA funds for purchases listed above, the library must have in place a policy of:

- a) Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (I) obscene; (II) child pornography; or (III) harmful to minors; and is enforcing the operation of such technology protection measure during any use of such computers by minors; and
- b) Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (I) obscene; (II) child pornography; and is enforcing the operation of such technology protection measure during any use of such computers.”

Note that the difference between (a) and (b) is that (a) applies to minors and includes the category of “visual depictions” that are “harmful to minors”, while (b) applies to adults and does not include the category “harmful to minors”.

**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:** Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Melissa Oleen, Director, RPL  
**DATE:** 8/29/22  
**SUBJECT:** Grant Agreement - Non-state, Non-recurring Aid to Public Libraries

---

The NC Department of Natural and Cultural Resources has awarded Rowan Public Library with State Fiscal Recovery Funds in the amount of \$109,834. These funds are "to cover eligible costs incurred beginning March 3, 2021, and ending with costs incurred or obligated by December 31, 2024, expended by December 31, 2026."

**Recommendation:** The Director of the Library and Director of Grants Administration/Gov't Relations recommend that the board approve the acceptance of State Fiscal Recovery Funds.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Fiscal Recovery Fund Award Agreement - RPL	8/29/2022	Cover Memo





NC DEPARTMENT OF  
NATURAL AND CULTURAL RESOURCES

**NON-STATE ENTITY AWARD AGREEMENT**

**For Award 247 State Aid to Public Libraries**

2000057929

**US Treasury Expenditure Category: 6.1 Revenue Replacement**

This **AWARD AGREEMENT**, entered into on the undersigned date by and between the Department of Natural and Cultural Resources (the Agency), State Library of North Carolina and **Rowan Public Library** (Grantee) (federal tax identification number **56-6000336-H**), is for the use of certain federal financial assistance as appropriated by the State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189). These federal funds are to be spent on government services, and the State Budget Act has appropriated the funds as state financial assistance to the Grantee as described in legislation. The Agency and the Grantee are referred to collectively as "the Parties" in this Award Agreement. This Award Agreement identifies and acknowledges the Parties' respective major federal and state powers, obligations, and duties in managing and reporting on the funds described. The Parties hereto agree as follows:

**SECTION 1. 1.1 Award Agreement Table of Contents.**  
**General Information**

SECTION 1. General Information	1.1 Award Agreement Table of Contents. 1.2 Federal Award Identification Table of References. 1.3 Definitions. 1.4 General Terms and Conditions. 1.5 Authorization. 1.6 Administering Offices. 1.7 Conflict between State and Federal Appropriation. 1.8 Disbursement Schedule. 1.9 Amount and Purpose of State Award. 1.10 Period of Performance. 1.11 Nonreverting Appropriation. 1.12 Recipient, Subrecipient, or Beneficiary.
SECTION 2. Federal Requirements	2.1 Federal Award Terms and Conditions. 2.2 FFATA Required Executive Compensation Information. 2.3 FFATA Reporting on Grants and Contracts over \$50,000.
SECTION 3. State Requirements	3.1 State Administrative Code Requirements. 3.2 Disbursement Requests. 3.3 Financial Reporting. 3.4 Performance Reporting.
SECTION 4. Monitoring Plan	4.1 Monitoring Plan.
SECTION 5. Closeout	5.1 Closeout.

<b>SECTION 6. Signatures</b>	<b>6 Signatures.</b>
<b>ADDENDA</b>	Attachment A. Project Plan/Scope of Work/Description of Services. Attachment B. Line-Item Budget. Attachment C. Notice of Certain Reporting and Audit Requirements Attachment D. No Overdue Tax Debts Form

### 1.2. Federal Award Identification Table of References.

State Award Name: State Fiscal Recovery Funds

PANGRAM Agreement Number	<u>2000057929</u>	Assistance Listing Number 21.027
<b>FEDERAL AWARD IDENTIFICATION (2 CFR 200.332(a)(1))</b>		
<i>Recipient Name</i>	<b>Rowan Public Library</b>	
<i>Award Period of Performance Start and End Dates</i>	To cover eligible costs incurred beginning March 3, 2021, and ending with costs incurred or obligated by December 31, 2024, expended by December 31, 2026.	
<i>Federal Award Terms and Conditions</i>	<a href="https://home.treasury.gov/system/files/136/Financial-Assistance-Agreement-States-and-Territories.pdf">https://home.treasury.gov/system/files/136/Financial-Assistance-Agreement-States-and-Territories.pdf</a>	
<i>Amount of Federal Funds Obligated to This Project from this Award</i>	<b>\$109,834</b>	
<i>DNCR Contact Information</i>	Josh Davis, Chief Financial Officer 109 East Jones Street 4605 Mail Service Center Raleigh NC 27699-4605 (919)814-6725 <a href="mailto:joshua.davis@ncdcr.gov">joshua.davis@ncdcr.gov</a>	
<i>Project Contact Information and Representative for Notices</i>	Susan Forbes Assistant State Librarian State Library of North Carolina 4640 Mail Service Center Raleigh, NC 27699 (919) 814-6786 <a href="mailto:susan.forbes@ncdcr.gov">susan.forbes@ncdcr.gov</a>	

**1.3 Definitions.** Except as otherwise provided in the Award Agreement documents, the terms below shall have the following meanings in this Award Agreement:

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Award Agreement" means a legal instrument that is used to document a relationship between the Agency and the Grantee.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Award Agreement and included as a statement of certification by the Agency as part of the Grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

"Fiscal Year" means the annual operating year of the non-state entity.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by a state agency to an eligible grantee to carry out activities identified in the Award Agreement.

"Grantee" means an entity that receives State financial assistance.

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or state awards.

"State financial assistance" means state funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Award Agreement.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

"State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-state entities. Both federal and state funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-state entity that receives state financial assistance from a Grantee to carry out part of a state program; but does not include an individual that is a beneficiary of such program.

#### **1.4 General Terms and Conditions**

**1.4.1 Choice of Law:** The validity of this Award Agreement and any of its terms or provisions, as well as the rights and duties of the Parties to this Award Agreement, are governed by the laws of North Carolina. The Grantee, by signing this Award Agreement, agrees and submits, solely for matters concerning this Award Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Award 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 contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**1.4.2 Grantee's Duties:** The Grantee shall submit to the Agency the "REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND" form, including the required enclosures.

The Grantee shall provide the services as described in Attachment A, Project Plan/Scope of Work/Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line-item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total award amount. For line-item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line-item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Section 1.4.21 of this Agreement. Amendments executed under this Paragraph shall include the new line-item adjustment(s) (Attachment B) and any changes in the Project Plan/Scope of Work/Description of Services (Attachment A) related to the duties and services affected by the line-item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the parties. A violation of this Paragraph shall constitute a material breach and shall entitle the non-breaching party to all rights and actions available to it under the law.

**1.4.3 Agency Duties:** Grants shall be paid at the direction of the Director of State Budget. The total amount paid by the Agency to the Grantee under this Award Agreement is **\$109,834**. Grants of \$100,000 or more to or for the use of the Grantee shall be made in quarterly or monthly payments, in the discretion of the Director of State Budget. Grants of less than \$100,000 may

be made in one single payment. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices, and deliverables.

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

**1.4.5 Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this Award Agreement without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel are those specified in Section 1.2 of this Award Agreement.

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

- a. Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

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

**1.4.8 Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Award Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Award Agreement and that are attributable to the negligence or intentionally tortious acts of the Grantee.

**1.4.9 Termination by Mutual Consent:** The Parties may terminate this Award Agreement t by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Award Agreement shall, at the option of the Agency, become its property. If the Award Agreement is terminated by the Agency as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Award Agreement.

**1.4.10 Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Award Agreement in a timely and proper manner, the Agency shall have the right to terminate this Award Agreement by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Award Agreement. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Award Agreement shall, at the option of the Agency, become its property and the Grantee 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 Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this Award Agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Grantee under this Award Agreement, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Award Agreement and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

**1.4.11 Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Award Agreement by the Grantee 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 Award Agreement unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Award Agreement.

**1.4.12 Availability of Funds:** The Parties to this Award Agreement agree and understand that the payment of the sums specified in this Award Agreement is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

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

**1.4.14 Survival of Promises:** Except as otherwise provided herein or unless superseded by applicable federal or state statute of limitations, all promises, indemnifications, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Award Agreement expiration or termination date.

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

**1.4.16 Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

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

**1.4.18 Equal Employment Opportunity:** The Grantee shall comply with all federal and state laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability. By signing this Agreement, the Grantee certifies its compliance with Title VI Civil Rights laws, and that it will cooperate in demonstrating compliance as may be required by the US Treasury. Further information on North Carolina's duties may be found in Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406).

**1.4.19 Access to Persons and Records:** The State Auditor and the Agency Internal Auditors shall have access to persons and records as a result of all contracts or grants entered into by state agencies or political subdivisions in accordance with N.C.G.S §. 147-64.7. Additionally, as the state funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by state agencies or political subdivisions.

**1.4.20 Record Retention:** The Grantee may be required to maintain records for at least five years after the completion of the last project across the entire set of SFRF projects funded by North Carolina's SFRF Award. There are differences in the record retention periods required by federal and state regulations. Under the federal Award Terms and Conditions for SFRF, records must be retained for a period of the longer of five years after all funds have been expended or returned to Treasury. Generally, records of state assistance to grantees (grantees of the funds in this Agreement) covered by 09 NCAC 03M .0703 must be retained for the longer of five years or until all audit exceptions have been resolved as measured on an individual grant basis. Because SFRF is a single federal award, it may be necessary to keep records of all project expenditures, including record-keeping by grantees, until the longest of the timelines finishes.



Therefore, the Grantee should seek specific written authorization from the Agency for destruction of any records prior to five years after all funds have been expended or returned to Treasury.

**1.4.21 Amendment:** This Award Agreement may not be amended orally or by performance. Any significant amendments to the plan or budget as described in Section 3.1 shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.

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

**1.4.23 Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Award Agreement and should not be used to construe the meaning of any text or content thereof.

**1.4.24 Certification Regarding Collection of Taxes:** N.C.G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. § 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all its affiliates (if any) collect all required federal, state, and local taxes.

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

**1.4.26 Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Award Agreement. If travel is necessary in the performance of this Award Agreement, it shall be included in the approved project budget and narrative.

**1.4.27 Entire Agreement:** This Award Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Award Agreement and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Award Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

**1.4.28 Gifts or Favors:** By N.C.G.S. §133-32, it is unlawful for any vendor or contractor (i.e., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any state employee of the Governor's cabinet agencies. This prohibition covers those vendors and contractors who:

- (1) have a contract with a government agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Award Agreement.

**1.4.29 Effective Period:** This Award Agreement shall be effective upon signature by all Parties to this Award Agreement and shall terminate upon final expenditure of all funds and submission of all reports as required by law.

**1.4.30 Conflict of Interest Policy:** Grantees shall have on file with the Agency a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management, employees, and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and shall include actions to be

taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds.

**1.4.31 Statement of No Overdue Tax Debts:** The Grantee's sworn written statement pursuant to N.C.G.S. § 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the federal, state, or local level, is attached as Attachment D. Grantee acknowledges that the written statement must be filed before the Agency may disburse the grant funds.

**1.4.32 Requirements:** This Award Agreement is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

The Grantee must ensure that grant funds disbursed under this Award Agreement are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

**1.4.33 Disbursements:** As a condition of this Award Agreement, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements.
- (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system.
- (c) Assure adequate control of signature stamps/plates.
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.

**1.4.34 Outsourcing/Assignability/Subcontracting:** The Grantee shall not subgrant any of the work contemplated under this Award Agreement without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subgrantee or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Award Agreement. Furthermore, any subrecipient must agree to abide by the standards contained in this Award Agreement and to provide all information to allow the Grantee to comply with these standards.

**1.4.35 Cap State-Funded Portion of Nonprofit Salaries:** Pursuant to Session Law 2017-57, Section 6.4, no more than one hundred twenty thousand dollars (\$120,000) in state funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of the Grantee.

**1.4.36 Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

**1.5. Authorization.** This Award Agreement applies to federal Coronavirus State Fiscal Recovery Funds authorized in section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, awarded to North Carolina, and appropriated in North Carolina by the 2021 Appropriations Act, S.L. 2021-180. Later legislation may modify these appropriations such as by technical corrections in S.L. 2021-189.

**1.6 Administering Offices.** The 2021 Appropriations Act directed the Office of State Budget and Management, Pandemic Recovery Office, to transfer these funds to the Agency to allocate to the Grantee. Session Law 2020-4 Section 4.3 directed the Office of State Budget and Management to establish the North Carolina Pandemic Recovery Office to perform the following:

OSBM shall establish a temporary North Carolina Pandemic Recovery Office to oversee and coordinate funds made available under COVID-19 Recovery Legislation. This Office shall also provide technical assistance and ensure coordination of federal funds received by state agencies and local governments and ensure proper reporting and accounting of all funds.

Similarly, the Agency will be responsible for providing technical assistance and ensuring coordination among Grantees for the proper reporting and accounting of funds received from the Agency through this program.

**1.7 Conflict between State and Federal Appropriation.** Session Law 2021-180 Section 4.9(c) directs that if there is a conflict between federal law and an appropriation in the state budget, the following obligations apply:

Conflict. – If an allocation made under this act of State Fiscal Recovery Fund funds is found to be disallowed by federal law, the disallowed allocation is repealed, and the Office of State

Budget and Management shall transfer the amount of the disallowed allocation to the State Fiscal Recovery Reserve. If the funds have been allocated to a nonprofit corporation, and the use of funds by the nonprofit corporation is disallowed by federal law, the nonprofit corporation shall return the amount of funds allocated to the nonprofit corporation to the Agency to transfer the disallowed, repealed allocation, as provided in this section.

The Grantee should promptly notify the Agency if, on the basis of official guidance or other analysis, that the allocation itself, or its use in a project design or implementation, may not be allowed by federal law.

**1.8. Disbursement Schedule.** Session Law 2021-180 Section 4.9(e) directs the Agency to disburse funds to nonprofits as follows:

State Fiscal Recovery Fund funds shall be allocated to nonprofit organizations on a quarterly basis unless OSBM determines that cash flow or the nature of the program being funded requires otherwise.

The Agency will follow the same quarterly disbursement schedule for all non-state entities unless it determines that cash flow or the nature of the program being funded requires otherwise. Determination of beneficiary status in Section 1.12 below may indicate the "nature of the program" requires a different disbursement schedule.

**1.9 Amount and Purpose of Award.** The federal award to North Carolina provides financial assistance for the State to do the following (emphasis added):

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Utilizing revenue replacement for government services, the Grantee has been selected in the 2021 Appropriations Act to receive and administer the following with a total allocation of up to **\$109,834**.

**1.10 Period of Performance.** The recipient must provide the Agency approval project plans and budgets as detailed under State Requirements in Section 3. The federal period of performance requires that eligible expenditures must be incurred or obligated by December 31, 2024, and expended by December 31, 2026, as allowed by federal law and regulation. For information on eligible

costs incurred prior to the signing of this Award Agreement, see applicable federal law and regulations and guidance issued by the US Department of the Treasury for use of these funds and consult with the Agency.

**1.11 Nonreverting Appropriation.** Session Law 2021-180 Section 4.9(k) establishes this as a non-reverting state appropriation over multiple fiscal years:

Reversion. – The funds appropriated in this act from the State Fiscal Recovery Fund shall not revert at the end of each fiscal year of the 2021-2023 fiscal biennium but shall remain available to expend until the date set by applicable federal law or guidance.

**1.12 Recipient, Subrecipient or Beneficiary.** For the purpose of determining the applicability of 2 CFR 200 Uniform Guidance and of 09 NCAC 03M, NCPRO looks first to the designation of federal financial assistance allocated by the state budget process for the provision of government services within the total calculated revenue loss. NCPRO does not view the provision of government services to make it a federal “Pass-through entity (PTE) [as] a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program” as defined in 2 CFR 200.1, beyond fulfilling the federal program purpose of replacing revenue to be used to provide government services as determined at the state level. To determine applicability of 09 NCAC 03M .0102 requires review of whether the appropriation describes a state program purpose or is solely financial assistance. For state Administrative Code definitions of a covered “recipient” or “subrecipient” receiving financial assistance “to carry out part of a state program,” or is a non-covered “beneficiary,” NCPRO adopts the rationale described in the federal SLFRF discussion of “Distinguishing Subrecipients and Beneficiaries” including the following excerpt, because the state Administrative Code adopted the same definition in 09 NCAC 03M .0102 (10) and (14) as in 2 CFR 200.1 that a federal subrecipient “does not include an individual that is a beneficiary of such program:”

The distinction between a subrecipient and a beneficiary, therefore, is contingent upon the rationale for why a recipient is providing funds to the individual or entity. If the recipient is providing funds to the individual or entity for the purpose of carrying out a SLFRF program or project on behalf of the recipient, the individual or entity is acting as a subrecipient. Acting as a subrecipient, the individual or entity is subject to subrecipient monitoring and reporting requirements. Conversely, if the recipient is providing funds to the individual or entity for the purpose of directly benefitting the individual or entity as a result of experiencing a public health impact or negative economic impact of the pandemic, the individual or entity is acting as a beneficiary. Acting as a beneficiary, the individual or entity is not subject to subrecipient monitoring and reporting requirements.

Whether the recipient of this non-state entity award is a beneficiary is a determination by OSBM/NCPRO, as are determinations of further subawards by the Grantee.

**SECTION 2.**  
**Federal**  
**Requirements**

**2.1 Federal Award Terms and Conditions.** The parties acknowledge that these funds constitute federal financial assistance to the State of North Carolina and its recipients, and, therefore, use of these funds must be in accordance with federal uniform guidance found in 2 CFR 200, where applicable, and that none of these requirements is waived by recitations or terms of this Agreement or representations of the parties later during the term of performance, closeout, or post-closeout period except as allowed by law. The State of North Carolina is named by as the Prime Recipient of these federal funds and the Federal Award Terms and Conditions bind the recipient and its vendors, contractors and subrecipients, if any. The recipient specifically acknowledges responsibility for its duties under 2 CFR 200, Subpart E, "Cost Principles," as required of recipients/subrecipients by operation of 09 NCAC 03M .0201.

**2.2 FFATA Required Executive Compensation Information.** Before disbursing funds to recipients, the State must document compliance with the Federal Funds Accountability and Transparency Act. The FFATA requires public disclosure of executive compensation in certain federally-funded organizations. By signing this Agreement, the Grantee certifies that its answers to one or both questions is "No:" 1) *The recipient received 80% or more of its annual gross revenues from federal awards (contracts or subcontracts, loans, grants or subgrants, cooperative agreements)?* Y/N and/or whether 2) *The total of the recipients' annual federal awards equaled or exceeded \$25,000,000?* Y/N. If the answer to either question is "No," no further disclosure is required. If the answer to both questions is "yes," then upon disclosure in writing, the Grantee may sign this Award Agreement, and consult with the Agency and NCPRO regarding how to publicly report the compensation information of its five most highly compensated executives.

**2.3 FFATA Reporting on Grants and Contracts over \$50,000.** For each Contract, Grant, Loan, Transfer, or Direct Payment greater than \$50,000, information must be obtained and reported through NCPRO to US Treasury, which may include:

- Subrecipient/beneficiary/vendor/contractor identifying and demographic information (e.g., legal name, whether registered in SAM.gov, DUNS/UEI/TIN and location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance

- Related project identification number(s) (created by the recipient)
- Related project name(s)
- Period of performance start and end date
- Quarterly obligation amount
- Quarterly expenditure amount

See latest guidance from US Treasury: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>

### **SECTION 3.**

#### **State Requirements**

**3.1 State Administrative Code Requirements.** The parties acknowledge that these funds constitute federal financial assistance to the State of North Carolina to provide government services, and the State Budget Act appropriates the funds as state financial assistance to the named Grantee. Therefore, use of these funds must be in accordance with state regulations found in Title 09, Subchapter 03M of the North Carolina Administrative Code, and that none of these requirements is waived by recitations or terms of this Award Agreement or representations of the parties later during the term of performance, closeout, or post-closeout period except as allowed by law.

**3.1.1 Reporting.** Grantee agrees to comply with all annual reporting requirements on the financial assistance awarded by this Award Agreement as found in 09 NCAC 03M .0205, specifically certifying that the financial assistance received or held was used for the purposes for which it was awarded, providing an accounting of all financial assistance received, held, used, or expended, activities and accomplishments undertaken by the Grantee including performance measures established hereby, and required single or program-specific audit as may be required.

**3.1.2 Project Plan/Scope of Work/Description of Services.** Grantee agrees to provide a project plan/scope of work/description of services to be attached as Appendix A that specifies the purpose of the award, services to be provided, objectives to be achieved, and expected results as required by 09 NCAC 03M .0703 (1).

**3.1.3 Budget.** Grantee agrees to provide a budget for the project to be attached as Appendix B as required by 09 NCAC 03M .0703 (8) including an anticipated schedule of payments for the project duration.

**3.2 Disbursement Requests.** Implementation of programs and services under ARPA/SFRF is not intended as a reimbursement process. Unless otherwise agreed, the Grantee will submit disbursement requests on a forward-looking quarterly basis and will provide as justification its estimated cash flow needs for the upcoming quarter. The Agency and NCPRO will evaluate the



quarterly justification based on program descriptions, operating plans, and past use of funds to avoid accumulation of excessive cash reserves beyond operating needs for successful implementation and delivery of services.

**3.3 Financial Reporting.** The Grantee will provide monthly program and expenditure reports to the Agency as requested to fulfill its oversight, coordination, accounting, and reporting responsibilities internal to state government. The Grantee will provide quarterly financial and performance reporting for the purpose of legislative reporting mandated under SL 2021-180 and US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and procedures for timely and accurate reporting.

**3.4 Performance Reporting.** Grantee will provide, at a minimum, quarterly performance reports to the Agency as requested to fulfill its responsibilities internal to state government and for the purpose of US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and reporting procedures to ensure timely and accurate reporting.

#### **SECTION 4.**

##### **Monitoring Plan**

**4.1 Monitoring Plan.** For recipients/subrecipients (not beneficiaries), the Agency will conduct an annual risk assessment and develop a suitable monitoring plan to ensure compliance with these terms and identify any failures in the administration and performance of the Award. Monitoring activities will be selected based on an assigned risk of low, moderate, or high and may be based on factors including recent history of grant management, audit findings and corrective actions, and knowledge and experience of key personnel assigned. Monitoring activities may include review of monthly performance and financial reports, telephone and email interviews, desk audits of underlying documentation, and site visits (actual or virtual) to interview key personnel, to see performance sites, and to review files. The assessment and monitoring plan will also serve to identify whether the Grantee needs additional technical assistance to ensure success in timely meeting these requirements. Ongoing monitoring will be used to document allowable and unallowable costs, time and effort reporting and travel, achievement of performance objectives, and timely and accurate data reporting as appropriate. Monitoring also will be used to follow up on findings identified in earlier monitoring activities or after an audit to ensure that the Grantee took corrective action. If necessary, the Agency may amend the terms of the Award Agreement, plan, or budget to require implementation of additional terms to address deficiencies as a condition of continued funding disbursements. Special terms may be removed once a subsequent Grantee risk assessment shows a substantial reduction of risk.

**SECTION 5.**  
**Closeout**

**5.1 Closeout.** The State of North Carolina as a prime recipient of a federal award will develop suitable closeout procedures in accordance with federal and state regulation and guidance from the US Treasury current at the time of signing and as may be promulgated and published during and after the period of performance. This includes determining timelines for completion of program and closeout tasks; determining whether all applicable administrative actions and all required work have been completed by the State and Grantee at the end of the period of performance; and requirements for liquidation of property or encumbered expenses if necessary; all in compliance with applicable law and guidance.

**SECTION 6.**  
**Signatures**

**IN WITNESS WHEREOF**, the Parties have executed this Award Agreement by their duly authorized officers. For unincorporated associations, an affidavit similar to that required for transfer of real property under N.C.G.S. § 59B-6 must be provided prior to disbursement, attesting to the capacity of the Authorized Representative to receive and direct the funds and bind the unincorporated association to the terms of this Agreement:

**FOR Grantee**

DocuSigned by:

*Melissa J. Oleen*

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7/20/2022

By Library Director:

Date

Melissa Oleen, Library Director

The type of library and its governance determine the signature required on this document:

In addition to the library director:

County Library: Chair of County Commissioners

Regional Library: Chair of Regional Board of Trustees

Municipal Library: Chair of Town/City Council

Independent County Library: Chair of Board of Trustees

\_\_\_\_\_  
By Authorized Official:

\_\_\_\_\_  
Date

Greg Edds, Chair, Rowan County Board of Commissioners

**FOR DNCR**

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By Authorized Representative:  
Josh Davis, Chief Financial Officer

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Date

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By Authorized Representative:  
Michelle Underhill, State Librarian

---

Date

---

By Authorized Representative:  
Staci Meyer, Chief Deputy Secretary

---

Date

**ADDENDA**

Attachment A. Project Plan/Scope of Work/Description of Services.  
Attachment B. Line-Item Budget.  
Attachment C. Notice of Certain Reporting and Audit Requirements  
Attachment D. No Overdue Tax Debts Form.

**Attachment A****Project Plan/Scope of Work/Description of Services**

Session Law 2021-180 appropriated funds to the Grantee. Public Libraries in North Carolina suffered adverse economic impacts due to the COVID-19 Pandemic. The Grantee will use the **\$109,834** for materials, salaries, equipment, and operating costs, which are consistent with allowable uses outlined in 07 NCAC 021 .0202 State Aid Grants from the Aid to Public Library Fund.

**Attachment B  
Line-Item Budget**

<b>Revenue</b>	
State Fiscal Recovery Funds Directed Grant	<b>\$109,834</b>

<b>Expenses</b>	<b>Project Cost</b>
Aid to Libraries project costs such as materials, salaries, equipment, and operating costs	<b>\$109,834</b>

## **Attachment C**

### **Notice of Certain Reporting and Audit Requirements**

The Grantee shall comply with all rules and reporting requirements established by state statute or administrative rules. [as detailed in SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE [subchapter 3m rules.pdf \(state.nc.us\)](#)] For convenience, the requirements are set forth in this Attachment.

#### **State Reporting Thresholds.**

There are three reporting levels established for grantees and subrecipients receiving state financial assistance. Reporting levels are based on the level of state financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II – A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that state financial assistance received or held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all state financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Award Agreement.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (also known as the Yellow Book).

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Award Agreement shall be allowable charges to state and federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Award Agreement shall not be charged to state awards.

Notwithstanding the provisions of this Award Agreement, a grantee may satisfy the reporting requirements of this Award Agreement by submitting a copy of the report required under federal law with respect to the same funds.

#### **Additional DNCR Financial and Performance Reporting Requirements**

**Financial Reporting.** The Grantee will provide monthly program and expenditure reports to the Agency as requested to fulfill its oversight, coordination, accounting, and reporting responsibilities internal to state government. The Grantee will provide quarterly financial and performance reporting for the purpose of legislative reporting mandated under SL 2021-180 and US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and procedures for timely and accurate reporting.

**Performance Reporting.** Grantee will provide, at a minimum, quarterly performance reports to the Agency as requested to fulfill its responsibilities internal to state government and for the purpose of US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and reporting procedures to ensure timely and accurate reporting.

**Attachment D**

**No Overdue Tax Debts Form**

**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, Finance Director, and Allen Cress, Chief of Emergency Services  
**DATE:** 09/06/2022  
**SUBJECT:** Federal Engineering

---

Rowan County has an agreement with Federal Engineering and wishes to extend the completion date until December 31, 2022. There is no change in the contract amount.

Board of Commissioners to authorize the County Manager to approve a contact extension until December 31, 2022.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
contract amendment	8/29/2022	Backup Material



"Unleashing the Power of Technology"

**Federal  
Engineering®**

**Federal Engineering, Inc.**

10600 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

**Issued: March 30, 2022**

**ATTACHMENT TO  
FE Basic Service Agreement  
Dated: March 19, 2019**

**PROJECT ROWANCONC: PSMR  
ROWAN COUNTY, NC  
AMENDMENT 1  
RADIO COMMUNICATIONS CONSULTING  
PERIOD OF PERFORMANCE EXTENSION**

**1.0 INTRODUCTION AND ISSUES**

Rowan County, NC, contracted with Federal Engineering, Inc to provide radio communications consulting for the period of March 2019 through March 2022. Due to various issues that created project delays, the City has requested that **FE** continue to provide radio communications consulting support through December 31, 2022.

**2.0 AMENDMENTS**

- Schedule A rates are updated as attached.
- All other sections of the agreement remain unchanged.

---

Submitted by **FE**:

---

Authorization to begin work by  
**Rowan County, NC:**



(Signature)

John Murray, Executive Vice President

Printed Name/Title

March 30, 2022

Date

---

(Signature)

---

Printed Name/Title

---

Date



**SCHEDULE A**  
**LONG-TERM CONSULTING RATES**

Effective April 1, 2022 through December 31, 2022

Principal	\$ 380.00 per hour
Vice President	\$ 340.00 per hour
Assistant Vice President	\$ 300.00 per hour
Director/Chief Consultant	\$ 265.00 per hour
Senior Consultant	\$ 220.00 per hour
Consultant	\$ 190.00 per hour
Senior Analyst	\$ 155.00 per hour
Analyst	\$ 115.00 per hour
Administrative / Computer Services	\$ 90.00 per hour

TERMS AND CONDITIONS

1. Long-term rates do not include state or local taxes.
2. Travel and meals on a per diem basis will be invoiced at actual cost plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of any time and materials task orders are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

***This document is proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc.***

01-01-22

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Chairman Greg Edds  
**DATE:** August 30, 2022  
**SUBJECT:** Appropriation to the Town of Spencer

---

Appropriate \$100,000 to the Town of Spencer from designated economic development funds as shown in the attached budget amendment for capital improvements at the Yadkin River Park.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Budget Amendment	8/31/2022	Cover Memo

# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To appropriate funds to the Town of Spencer for capital improvements at the Yadkin River Park.

Prepared by: Lisa Bevis  
Date: 08/31/22

**BUDGET INFORMATION:**

Reviewed: \_\_\_\_\_

[illegible]

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** August 31, 2022  
**SUBJECT:** Fixed Income Professional Certificate Training

---

With the recent increase in interest rates, staff has been working on an Investment Policy for the Board of Commissioners to approve in the near future. The investment policy will ensure that all public monies are appropriately and safely invested with a primary objective to protect capital. NCGS 159-30 limits the investment for local governments to conservative investments such as U.S. Treasuries, U.S. Agency Securities and Commercial Paper.

The purpose of this request is authorize professional development for the following employees:

- Anna Bumgarner, Finance Director
- Lisa Bevis, Assistant Finance Director
- Aaron Church, County Manager
- Andy Downs, Senior Internal Auditor

The certificates requires 31 hours of class and includes the following modules:

(Mathematics, Basic Instruments, Term Structures, Interest Rate Risk Measures, Fixed Income Management, Corporate Bonds, Fixed Income Markets, Sovereign Debt Instruments, Repurchase Agreements, Mortgage Markets, Forwards and Swaps, Interest Rate Derivatives, Corporate Bonds, Credit Derivatives, Yield Curve Fundamentals, Yield Curve Construction and Interest Rate Modeling)

Authorize mandatory training for Anna Bumgarner, Lisa Bevis, Aaron Church and Andy Downs to take the online self-paced course: "Fixed Income Professional Certificate" from the New York Institute of Finance at a cost not to exceed \$1,400 per participant for a total cost not to exceed \$5,600. The training will be mandatory and employees will be paid their regular salary during the training.

**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:** August 26, 2022  
**SUBJECT:** Proclamation for Patriot Day and National Day of Remembrance

---

**ATTACHMENTS:**

**Description**

Proclamation

**Upload Date**

8/26/2022

**Type**

Cover Memo

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



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

## Rowan County Board of Commissioners

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

### ***PROCLAMATION***

### ***PATRIOT DAY and NATIONAL DAY OF REMEMBRANCE***

***WHEREAS***, on Tuesday September 11, 2001, terrorists attacked the United States of America in a series of senseless, cowardly, and despicable acts of war, directed at innocent men, women and children in the World Trade Center complex in New York City, the Pentagon in Washington D.C. and onboard four passenger jets, resulting in the tragic loss of life of thousands of U.S. citizens and foreign nationals; *and*

***WHEREAS***, in the aftermath of the attacks, the people of the United States stood united in providing support for those in need, inspired by the heroic sacrifices of our firefighters, rescue and law enforcement personnel, first responders, military service members, and other citizens; *and*

***WHEREAS***, September 11<sup>th</sup> should not only be remembered as a day of great tragedy but also as a day of triumph, courage, kindness, love, hope and freedom, and as a reminder of the newfound unity, focus and strength in our Nation; *and*

***WHEREAS***, by a joint resolution approved December 18, 2002 (Public Law 107-89), Congress designated September 11<sup>th</sup> of each year as "Patriot Day," and by Public Law 111-13, approved April 21, 2009, Congress requested observance of September 11<sup>th</sup> as an annually recognized "National Day of Service and Remembrance."

***NOW, THEREFORE, BE IT PROCLAIMED***, the Rowan County Board of Commissioners does hereby declare September 11, 2022 as ***Patriot Day and National Day of Service and Remembrance*** in Rowan County and encourages all citizens to observe a moment of silence beginning at 8:46 a.m. to honor and respect the innocent victims of September 11, 2001, and to salute the heroism of all public safety and rescue workers, volunteers, local officials, and those who responded to the tragic events with courage, selfless compassion, determination and undying patriotism.

This the 6th day of September, 2022.

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

ATTEST:

\_\_\_\_\_  
Carolyn Barger, MMC, NCMCC  
Clerk to the Board

Equal Opportunity Employer



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** August 26, 2022  
**SUBJECT:** Proclamation - First Responders Appreciation Day

---

**ATTACHMENTS:**

**Description**

Proclamation

**Upload Date**

8/26/2022

**Type**

Cover Memo



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



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

## Rowan County Board of Commissioners

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

### PROCLAMATION

#### FIRST RESPONDERS APPRECIATION DAY

**WHEREAS**, in 2017 the North Carolina General Assembly designated September 11<sup>th</sup> of each year as **First Responders Day** making it an official State holiday in recognition of the huge sacrifices made by First Responders following the World Trade Center attack in 2001; *and*

**WHEREAS**, the police, firefighters, emergency medical workers, State troopers, and public health personnel (commonly known as First Responders) are a vital part of our communities standing ready to carry out the critical role of protecting and ensuring public safety, regardless of the perils or hazards to themselves; *and*

**WHEREAS**, millions of North Carolinians have benefitted from the courageous and vital services of First Responders across the State; *and*

**WHEREAS**, having this day recognized each year will help keep the September 11, 2001 sacrifices alive and continue to honor the First Responders who risk their own safety in the execution of their duties every day; *and*

**WHEREAS**, members of the First Responder organizations undergo significant education and training in order to achieve the expertise required to respond to all types of emergency situations; *and*

**WHEREAS**, the citizens of Rowan County are extremely grateful to the men and women who perform vital services to protect and serve their communities.

**NOW THEREFORE**, the Rowan County Board of Commissioners does hereby proclaim September 11, 2022 as **First Responders Appreciation Day** in Rowan County and encourages all citizens to express their gratitude to First Responders for their sacrifices and commitment to protect and serve.

This the 6th day of September, 2022.

\_\_\_\_\_  
Gregory C. Edds, Chairman

ATTEST:

\_\_\_\_\_  
Carolyn Barger, MMC, NCMCC  
Clerk to the Board

Equal Opportunity Employer



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** August 26, 2022  
**SUBJECT:** Proclamation For Constitution Week

---

**ATTACHMENTS:**

**Description**

Proclamation

**Upload Date**

8/26/2022

**Type**

Cover Memo

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



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

## Rowan County Board of Commissioners

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

### PROCLAMATION FOR CONSTITUTION WEEK SEPTEMBER 17-23, 2022

**WHEREAS**, September 17, 2022, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; *and*

**WHEREAS**, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations, which will commemorate the occasion; *and*

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

**NOW, THEREFORE** the Rowan County Board of Commissioners does hereby proclaim the week of September 17-23, 2022 as

#### CONSTITUTION WEEK

in Rowan County and asks all citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

This the 6<sup>th</sup> day of September, 2022.

---

Gregory C. Edds, Chairman  
Rowan County Board of Commissioners

ATTEST:

---

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

Equal Opportunity Employer



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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:** Chairman Greg Edds  
**DATE:** August 26, 2022  
**SUBJECT:** Proclamation Honoring the Coolest Thing Made in North Carolina

---

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Attorney Jay Dees  
**DATE:** August 26, 2022  
**SUBJECT:** Public Hearing to Consider An Ordinance Approving a Temporary Lane Closure on US Hwy 29 for the Purpose of Facilitating a Special Event

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request from Town of Spencer	8/26/2022	Cover Memo
Public Notice of Temporary Lane Closure	8/26/2022	Cover Memo
Ordinance	8/26/2022	Cover Memo
NC DOT Special Event Guidelines	8/26/2022	Cover Memo

## Barger, Carolyn M

---

**From:** Kyle Harris <kharris@spencernc.gov>  
**Sent:** Thursday, July 28, 2022 12:57 PM  
**To:** Barger, Carolyn M  
**Cc:** Estepp, Kristen N; Peter Franzese  
**Subject:** US-29 Road Closure Ordinance  
**Attachments:** S77\_GDLNS.pdf; Ordinance 22-019 - US HWY 29 Lane Closure.docx; 0 - Agenda Coversheet Revised 2022.docx

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.

Carolyn,

I'm reaching out to facilitate coordination between the Rowan County Creek Week organizers and the County Commissioners regarding a proposed temporary partial lane closure on US-29 for the upcoming 'Race to the River' 5K run scheduled for Saturday, September 24. Kristen Estepp with the Health Department, who is involved in event planning, is copied.

The 5K route will run mostly through Spencer, but as it approaches the Yadkin River, it will pass into Rowan County/outside Spencer's city limits. NCDOT Special Event Guidelines (PDF attached) require that counties/municipalities pass an ordinance authorizing lane closures for special events. We have already contacted NCDOT to confirm that there are no maintenance conflicts on the day of the run, and we plan to handle installation of traffic cones and electronic signage, as appropriate.

The Town of Spencer will be adopting a lane closure ordinance at our upcoming governing board meeting on August 9. You can find a copy of our proposed ordinance, attached. I believe the county commissioners will need to pass a similar ordinance for the same event, for the portion of the race in your jurisdiction.

Please let me know what additional steps we need to take to get this onto an upcoming commissioners meeting agenda.

Thank you!

Kyle Harris  
Planner  
Town of Spencer  
Office: (704)-633-2231 ext. 20  
Cell: (704)-989-9471 (text only)



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



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

## **Rowan County Board of Commissioners**

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

### **NOTICE**

The Rowan County Board of Commissioners will conduct a public hearing on Tuesday, September 7, 2022 at 6:00 p.m., or, as soon thereafter as the matter may be heard. The hearing will be held in the J. Newton Cohen, Sr. Room, located on the 2<sup>nd</sup> floor of the J. Newton Cohen, Sr. Rowan County Administration Building, 130 West Innes Street, Salisbury, NC 28144.

In accordance with the North Carolina General Statute § 20-169, the purpose of the public hearing will be to receive comments on an Ordinance Approving a Temporary Lane Closure on US Highway 29 for the purpose of facilitating a 5K Run Special Event scheduled for September 24, 2022. The temporary closure will involve one southbound lane on US Highway 29 from the Town of Spencer's corporate limits to NC Finishing Lane. The temporary closure will begin at 4:00 pm and end at approximately 6:00 pm..

All persons interested in proposed Ordinance are invited to attend this public hearing and present their views. Individuals with disabilities who need modifications to access the services or public meetings of the Rowan County Board of Commissioners may contact the Board of Commissioners Office three (3) 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 consult: <https://relaync.com>

This the 16th day of August, 2022.

Carolyn Barger, MMC, NCMCC  
Clerk to the Board



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



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

## Rowan County Board of Commissioners

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

### AN ORDINANCE APPROVING A TEMPORARY LANE CLOSURE ON US HIGHWAY 29 FOR THE PURPOSE OF FACILITATING A SPECIAL EVENT

**WHEREAS**, North Carolina General Statute § 20-169 authorizes local authorities to provide by ordinance for the regulation of the use of highways for processions or assemblages; *and*

**WHEREAS**, the Town of Spencer is sponsoring a 5K run special event on Saturday, September 24, 2022, beginning at 5:00 P.M., which will involve a procession of runners along the US Highway 29 corridor; *and*

**WHEREAS**, to ensure public safety, the County has deemed it necessary to temporarily close one southbound lane on US Highway 29 from the Town of Spencer's corporate limits to NC Finishing Lane on the date of the event, the closure beginning at 4:00 p.m. and ending at approximately 6:00 p.m., or until the lane is cleared of all participating runners; *and*

**WHEREAS**, pursuant to the NCDOT Special Event Guidelines, the Town of Spencer has confirmed to the County that it has consulted with the Highway Division 9 – Division Traffic Engineer to verify that the proposed special event will not impact, or be impacted by, planned maintenance or other activities.

**NOW, THEREFORE, BE IT ORDAINED** by the Rowan County Board of Commissioners that:

**Section 1.** Pursuant to N.C.G.S. §20-169, Rowan County hereby approves the use of US Highway 29 outside the Town's jurisdiction, for the 5K run special event procession as specified in this Resolution. The Town, as sponsor of the event accepts full responsibility for safety, traffic flow, traffic control, appropriate signage, and ensuring that all debris, litter, decorations, and other items associated with the event are removed following the event.

**Section 2.** The Town will place signs giving notice of the special event, in accordance with §20-169, and will provide to Highway Division 9 a copy of this ordinance.

**Section 3.** This ordinance shall only be effective on September 24, 2022, beginning at 4:00 p.m. and ending at approximately 6:00 p.m., or until the lane is cleared of all participating runners.

This the 6<sup>th</sup> day of September, 2022.

ATTEST:

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

\_\_\_\_\_  
Carolyn Barger, MMC, NCMCC  
Clerk to the Board

Equal Opportunity Employer



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North Carolina Department of Transportation

## Special Event Guidelines

July 25, 2014

The following guidelines apply to all special events (including, but not limited to, parades, festivals, bicycle rides or races, marathons, 5K walks/runs, concerts, etc.) being held on highways under the jurisdiction of the North Carolina Department of Transportation that involve a road closure, lane closure, or repurpose the highway (travel lanes or shoulders) for something other than their intended use. However, the following are not eligible for special events under these guidelines:

- State Highway System roads that have full access control
- Bridges that have limited alternative routes
- Segments of State Highway System roads with bridges that have limited alternative routes

I. Special Events held by Counties and/or Municipalities, or Sponsored by Counties and/or Municipalities ("Special Events Request Form" not required)

The North Carolina Department of Transportation is only reviewing for conflicts and concerns, and is neither approving nor denying these events.

- Counties and/or municipalities may approve the use of a highway or highways within their jurisdiction by processions, assemblages, or anything that may be construed as a procession or assemblage, in accordance with §20-169. For bicycle races, see §20-171.2 for additional information.
- Counties and/or municipalities should consult with their local Highway Division or District office to verify that the proposed special event will not (1) interfere with other planned special events and (2) impact, or be impacted by, planned maintenance or other activities. No other action by the North Carolina Department of Transportation shall be necessary.
- Counties and/or municipalities shall pass an ordinance approving or the special event, and place signs giving notice of the special event, in accordance with §20-169. This ordinance is evidence that the county and/or municipality accept full responsibility for, and all liability related to, the special event. A copy of the ordinance should be forwarded to the local Highway Division office for their records. For bicycle races, see §20-171.2 for additional information.
- The North Carolina Department of Transportation considers these events official actions of the county and/or municipality and they will be responsible for safety, traffic flow, traffic control, appropriate signing, and ensuring that all debris, litter, decorations, and other items associated with the event are removed following the event.

II. Special Events held by Non-Government Entities not Sponsored by Counties and/or Municipalities ("Special Events Request Form" required)

- Non-government entities desiring to hold a special event shall submit a formal request to the local Highway Division office where the event is planned.
- Non-government entities shall attach a completed "Special Events Request Form" to their formal request(s). The purpose of the form is to primarily collect information on the event itself and identify the responsible parties.



### III. Examples (not all inclusive)

#### A. Bicycle Ride

- A non-government sponsored road rally is planned to ride bicycles between New Bern and Morehead City.
- The special events form is not required because the ride is not changing the use of the highway and the expectation is that the riders will follow the rules of the road and obey all traffic control devices.
- However, if there is an expectation that the event would re-purpose or close any part of the highway, including shoulders, then the form would be required.
- An example of re-purposing the highway would be to have hydration stations on the shoulder at regular intervals to provide water and sports drinks to the riders.

#### B. Municipal Christmas Parade

- A Christmas parade is planned by a municipality for a section of US 99 (Main Street).
- The "Special Events Request Form" is not required.
- However, the municipality shall consult with the local Highway Division notifying the Division of the date, times, and locations.
- After receiving notification from the Division that there are no known conflicts, the municipality shall pass an ordinance in accordance with §20-169, place signs, and provide a copy of the ordinance to the Division.

#### C. Municipal Sponsored Festival

- A municipality is sponsoring a festival for a section of US 99 (Main Street) and several other adjoining secondary roads.
- The "Special Events Request Form" is not required.
- However, the municipality shall consult with the local Highway Division notifying the Division of the date, times, and locations.
- After receiving notification from the Division that there are no known conflicts, the municipality shall pass an ordinance in accordance with §20-169, place signs, and provide a copy of the ordinance to the Division.

#### D. Local Club Triathlon

- A local club wants to close a portion of Lake Street (SR 9988) to hold a triathlon and have hydration stations on the shoulder at regular intervals to provide water and sports drinks.
- The "Special Events Request Form" is required identifying all State Highway System facilities affected by the event.

#### E. Bicycle Race

- A local club wants to close a portion of several State Highway System facilities to hold a bicycle race and does not expect racers to obey traffic control devices.
- The "Special Events Request Form" is required identifying all State Highway System facilities affected by the event.
- The local club must also follow all safety, traffic flow, and traffic control requirements in accordance with §20-171.2.

**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:** 8/22/2022  
**SUBJECT:** Public Hearing: FY24 Transportation Grant Application Descriptions and Amounts

---

The purpose of the public hearing is to allow residents of the community the opportunity to comment on Rowan County transportation needs and grant applications.

The North Carolina Public Transportation Division is now accepting Transportation Program applications for fiscal year 2024. The BOC is the only official applicant for these funds and in that capacity Rowan County is required to hold a Public Hearing prior to the application deadline of October 7, 2022.

FY24 transportation grant application descriptions and amounts requested.  
Total Requesting: \$1,208,015  
County Match Required: \$96,422

**Action Items:**

1. Approve RTS to apply for the grants as described.
2. Adopt the Community Transportation Program (CTP) Resolution.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
FY24 Grant Application Public Hearing	8/22/2022	Presentation
FY24 Grant Descriptions and Amounts	8/22/2022	Exhibit
FY24 Transit Grants Program Resolution	8/22/2022	Exhibit



# ROWAN TRANSIT SYSTEM

*Be an original.*

FY24 Transit Grant Applications - Public Hearing  
Board of Commissioners Meeting  
September 6, 2022 3:00pm



# PURPOSE

- ▶ The North Carolina Public Transportation Division is accepting Transportation Program applications for FY24. The BOC is the only official applicant for these funds.

Applications due October 7, 2022

- ▶ This public hearing is to allow residents of the community an opportunity to comment on community transportation needs and the Rowan Transit System (RTS) grant applications



## 5311 CTP

- ▶ Community Transportation Program
  - ▶ Covers administrative costs including salaries, travel, communications, utilities, advertising, secured parking lot.
- ▶ Requesting \$262,815
  - ▶ \$223,393 (85% grant)
  - ▶ \$39,422 (15% County match)

## 5310 STATE/RURAL

- ▶ Enhanced Mobility of Seniors and Individuals with Disabilities
  - ▶ RVO, TLC, Dialysis-Rural
- ▶ Requesting \$375,000
  - ▶ \$187,500 (50% grant)
  - ▶ \$187,500 (50% match from contract revenue)
  - ▶ Dialysis-Rural (50% match from ROAP funding)



# Supports:

Rowan Vocational Opportunities, Inc.

- ▶ Non-profit rehabilitation facility providing work adjustment, vocational training and long term or transitory employment & life skills for people with intellectual or developmental disabilities.
- ▶ Daily Schedule
- ▶ Program Options
- ▶ Bi-weekly paycheck



For more information visit [rowanvocopp.org](http://rowanvocopp.org)

# Supports: TRINITY LIVING CENTER

- ▶ Community-based adult day service to meet the needs of frail elderly and functionally and/or cognitively impaired adults.

- ▶ Daily Activities
- ▶ Planned Outings
- ▶ Nutritional support
- ▶ Whirlpool/Spa



For more information visit [trinitylivingcenter.net](http://trinitylivingcenter.net)



# Supports: **Davita**<sup>®</sup> Kidney Care

- Provide patients with integrated care whether they are in the early stages of kidney disease, transitioning to dialysis, seeking a kidney transplant or receiving life-sustaining dialysis.



For more information visit [davita.com](https://www.davita.com)

## COMBINED CAPITAL

- ▶ Funding to replace two raised roof vans and four 20ft light transit vehicle. All with lifts.
  - ▶ No guarantee NCDOT approval
  - ▶ Continued supply shortage
  - ▶ No guarantee when receive vehicles
- ▶ Requesting \$570,200
  - ▶ \$513,180 (90% grant)
  - ▶ \$57,020 (10% County match)

# FY24 Transit Grant Applications

**Total Requesting:**  
**\$1,208,015**

- ▶ Grant Funding  
\$924,073
- ▶ County Match  
\$96,442
- ▶ Contract Revenue  
\$187,500

All grant agreements are brought back in front of the BOC for official acceptance, the certification that funding is available and the approval for signature by the County Manager.

## ACTION ITEM #1

# Conduct a Public Hearing on FY24 Transportation applications.

- ▶ BOC Clerk asked to please provide an official record of the public hearing minutes required to be included with the CTP application.

## **ACTION ITEM #2**

**Approve Rowan Transit (RTS) to complete and submit applications for the FY24 grants presented.**

## ACTION ITEM #3

# Adopt CTP Public Transportation Program Resolution.

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

## **FY24 Transportation Grant Applications Public Hearing**

The North Carolina Public Transportation Division is now accepting grant applications for Fiscal Year 2024. The following overview is provided for consideration at the September 6, 2022 Public Hearing.

- **5311 - Community Transportation Program (CTP)** will secure 85% grant support for RTS administrative costs. The grant will provide salary support for three positions (director, manager, safety and training officer), travel, communications, utilities, advertising, secured parking lot rent and office expenses.

**Administration: Requesting \$262,815**

\$223,393 (85% grant) & \$39,422 (15% County match)

- **5310 – (State / Rural) Enhanced Mobility of Seniors and Individuals with Disabilities Program** will provide rural operating funds in support of increased demands for dialysis transportation and continued service to Rowan Vocational Opportunities and Trinity Living Center.

**Operating: Requesting \$375,000**

\$187,500 (50% grant) & \$187,500 (50% match from contract revenue) *No County match.*

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

1. Six (6) vehicles qualified for replacement in FY24. DOT requirement is over 100,000 miles. Two (2) raised roof and four (4) 20ft light transit vehicles equipped with lifts.
2. No guarantee the request for new vehicles will be approved by NCDOT.
3. Continued supply shortage. In previous years vehicles would be delivered in the spring. Upon the receipt of replacement vehicles, the old vehicles must be removed from RTS service (surplus) and can then be sold at a county auction or through govdeals.com with all proceeds to be spent on transit operations.

**Requesting \$570,200**

\$513,180 (90% grant) & \$57,020 (10% County Match)

### **Total Requesting: \$1,208,015**

NCDOT: \$924,073

County Match: \$96,422

Contract Revenue \$187,500

**Board of Commissioners Action Steps:**

1. Conduct Public Hearing on FY24 Transportation applications.  
(BOC Clerk asked to provide an official record of the public hearing minutes to be included with the CTP application.)
2. Approve Rowan Transit to apply for the grants above.
3. Adopt CTP Public Transportation Program Resolution: Identifies the County Manager as the “authorized official” to make the necessary federal and state assurances and certifications on application documents with empowerment to enter subsequent NCDOT grant agreements. The County Attorney must also affirm that Rowan County has authority under State and local Law to make and comply with certifications and assurances.



## **PUBLIC TRANSPORTATION PROGRAM RESOLUTION**

### **FY 2024 RESOLUTION**

**Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) \_\_\_\_\_ and seconded by (*Board Member's Name or N/A, if not required*) \_\_\_\_\_ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, Rowan County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the County Manager of Rowan County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT’s calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I, Aaron Church, County Manager do hereby certify that the above is a true and correct. The motion was verified from the video of the September 6, 2022 Board of Commissioners meeting. The approved minutes will be submitted to the North Carolina Department of Transportation Public Transportation Division Enterprise Business Services no later than January 15, 2023.

\_\_\_\_\_  
*Signature of Certifying Official*

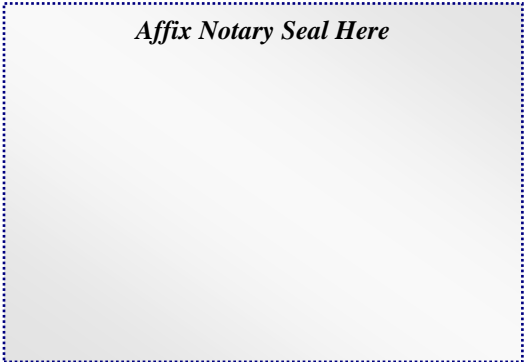
***\*Note that the authorized official, certifying official, and notary public should be three separate individuals.***

Seal Subscribed and sworn to me  
(date) \_\_\_\_\_

\_\_\_\_\_  
*Notary Public \**

\_\_\_\_\_  
*Printed Name and Address*

My commission expires  
(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:** Valerie Steele, Airport & Transit Director  
**DATE:** 8/4/2022  
**SUBJECT:** Airport Hangar Expansion Schematic Design and Office Layout

---

The schematic design and proposed office space layouts for the hangar expansion project have been received for review and acceptance.

Approve the schematic designs and proposed office layouts so the hangar expansion project can move to the design development and construction drawings phase.

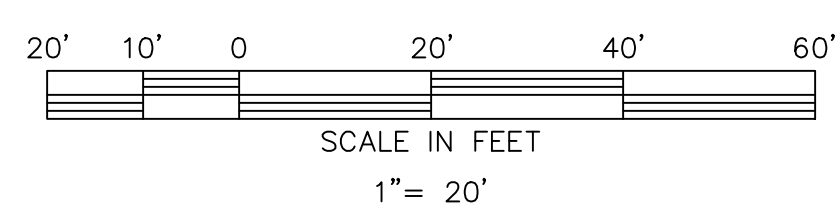
**ATTACHMENTS:**

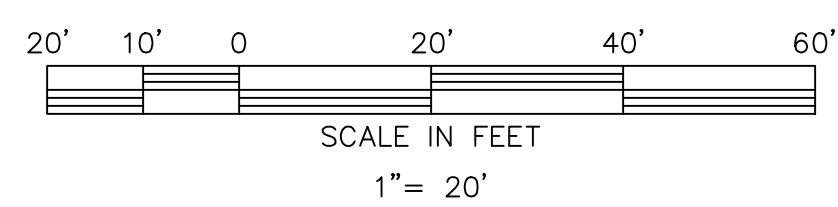
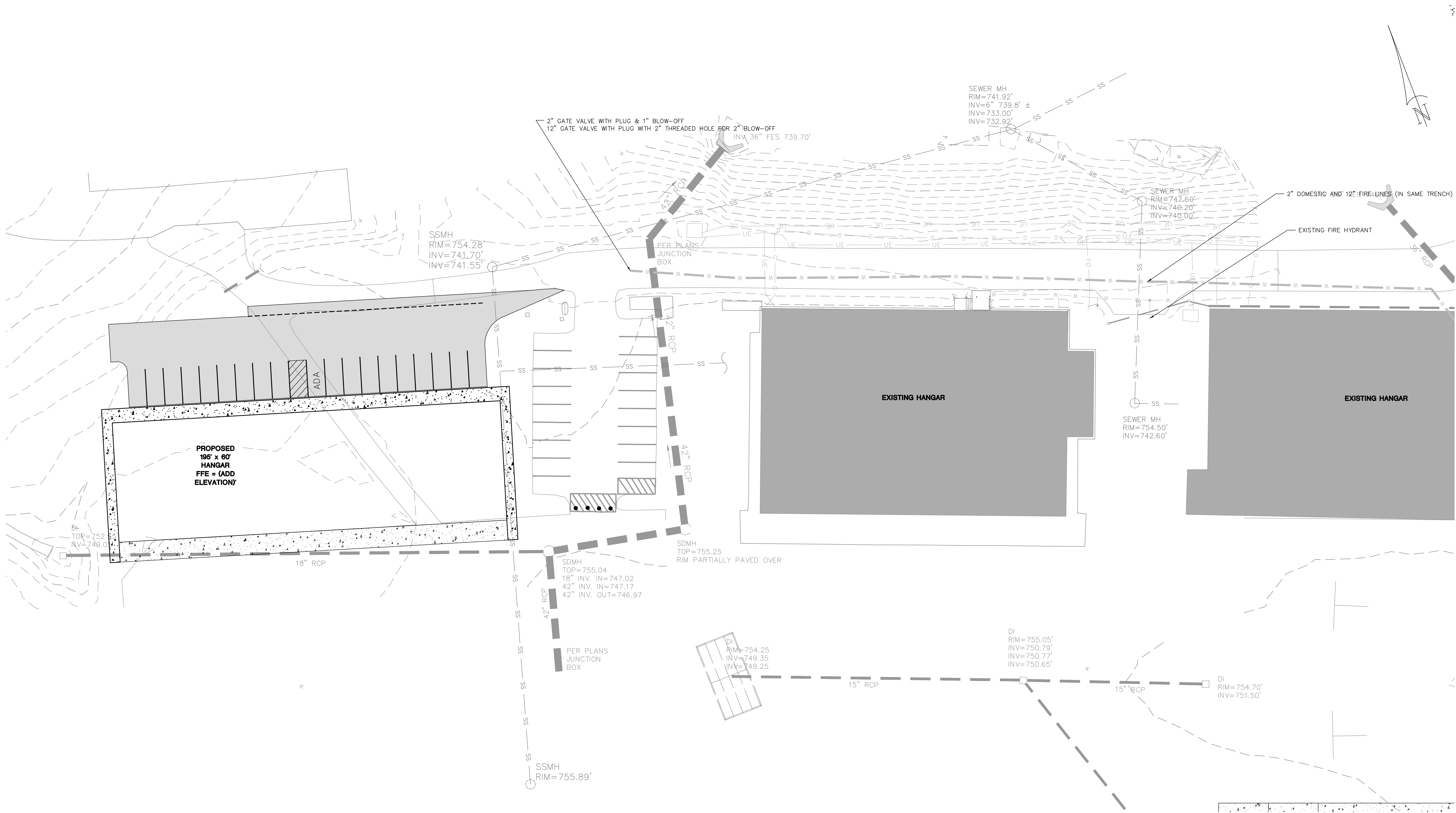
<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Corporate Hangar Layout	8/5/2022	Exhibit
Public Safety Hangar Layout	8/5/2022	Exhibit
Box Hangar Layout	8/5/2022	Exhibit
Schematic Design and Office Layout	8/5/2022	Exhibit



PROPOSED  
150' x 100'  
HANGAR  
WITH  
OFFICE 25' x  
100'  
FFE = (ADD  
ELEVATION)

The site plan illustrates the proposed 10-unit residential development. The building footprint is shown in grey, with a central entrance area labeled "RAISED ISLAND IN FRONT OF OFFICE DOOR". The building is oriented with its long side facing the street. The parking area is located to the left of the building, with 10 parking spaces marked. Two ADA-compliant spaces are indicated with hatched patterns and labeled "ADA". The surrounding streets are shown with dashed lines, including "RED ACRES ROAD" and "PL". The plan also shows the "LINK" and "PL" (Public Lot) areas, and the "TA" (Township Area) boundary.







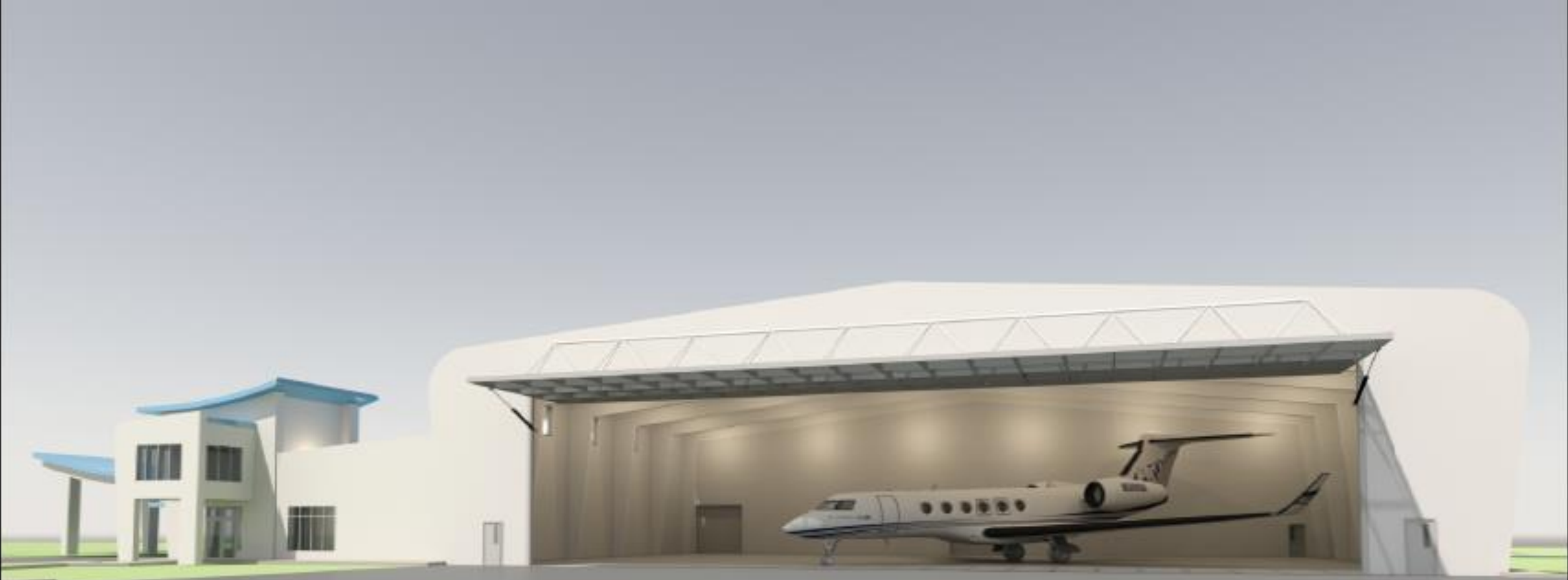
**HANGAR EXPANSION PROJECT**





**CORPORATE HANGAR**



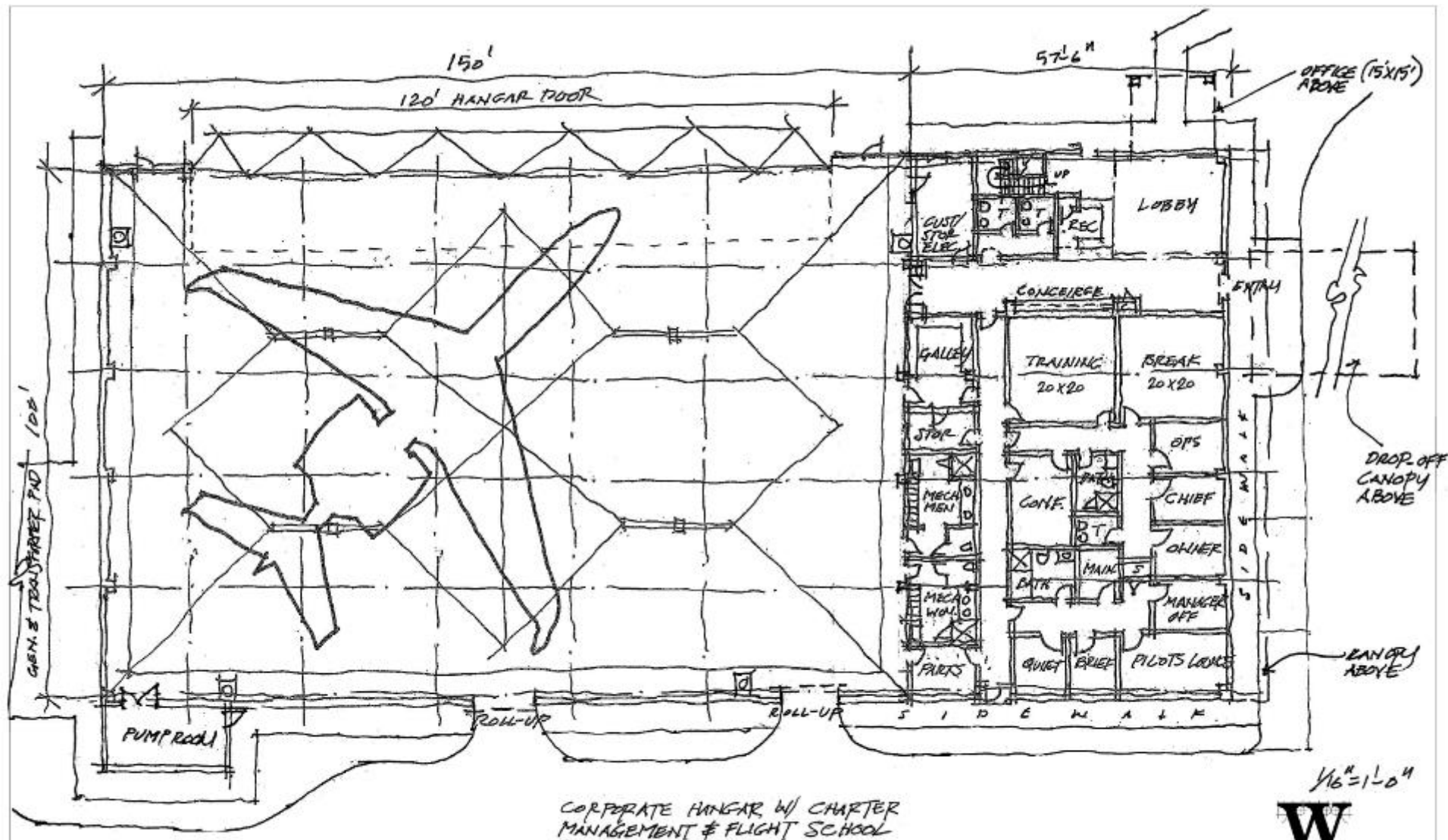












CORPORATE HANGAR W/ CHARTER  
MANAGEMENT & FLIGHT SCHOOL

AUGUST 4, 2022

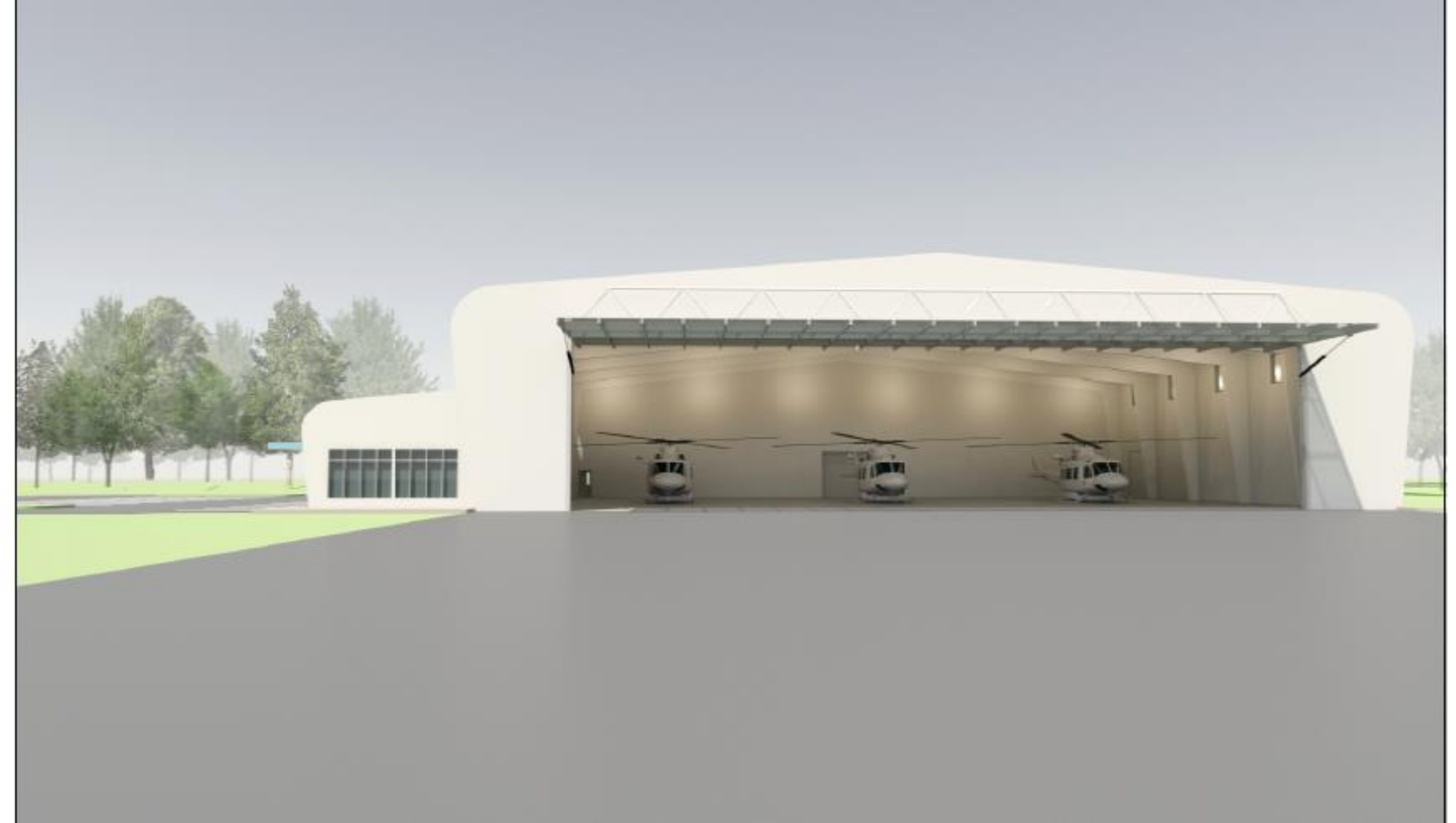
MID-CAROLINA REGIONAL AIRPORT (RUQ)

TALBERT, BRIGHT & ELLINGTON



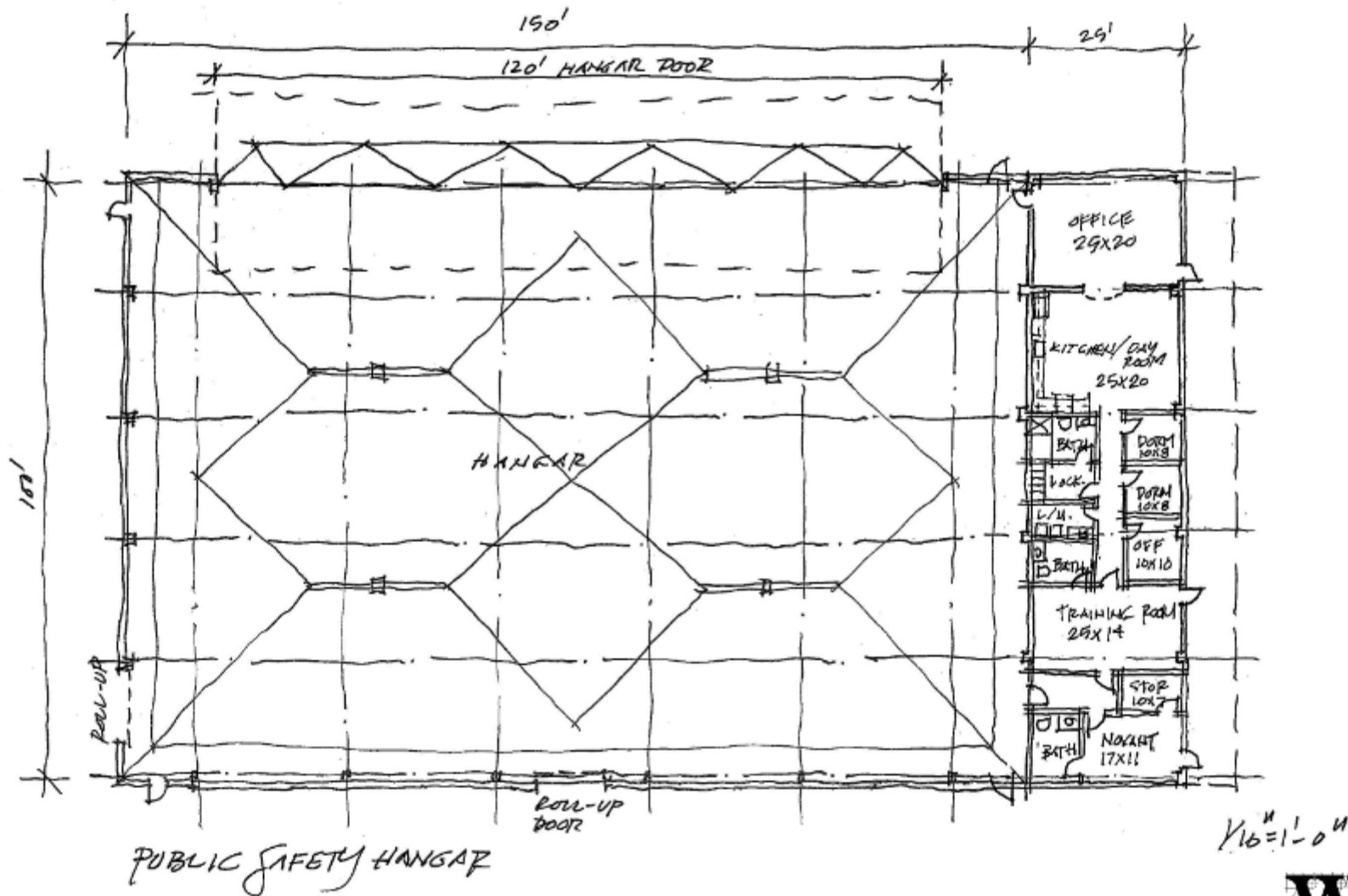


**PUBLIC SAFETY HANGAR**



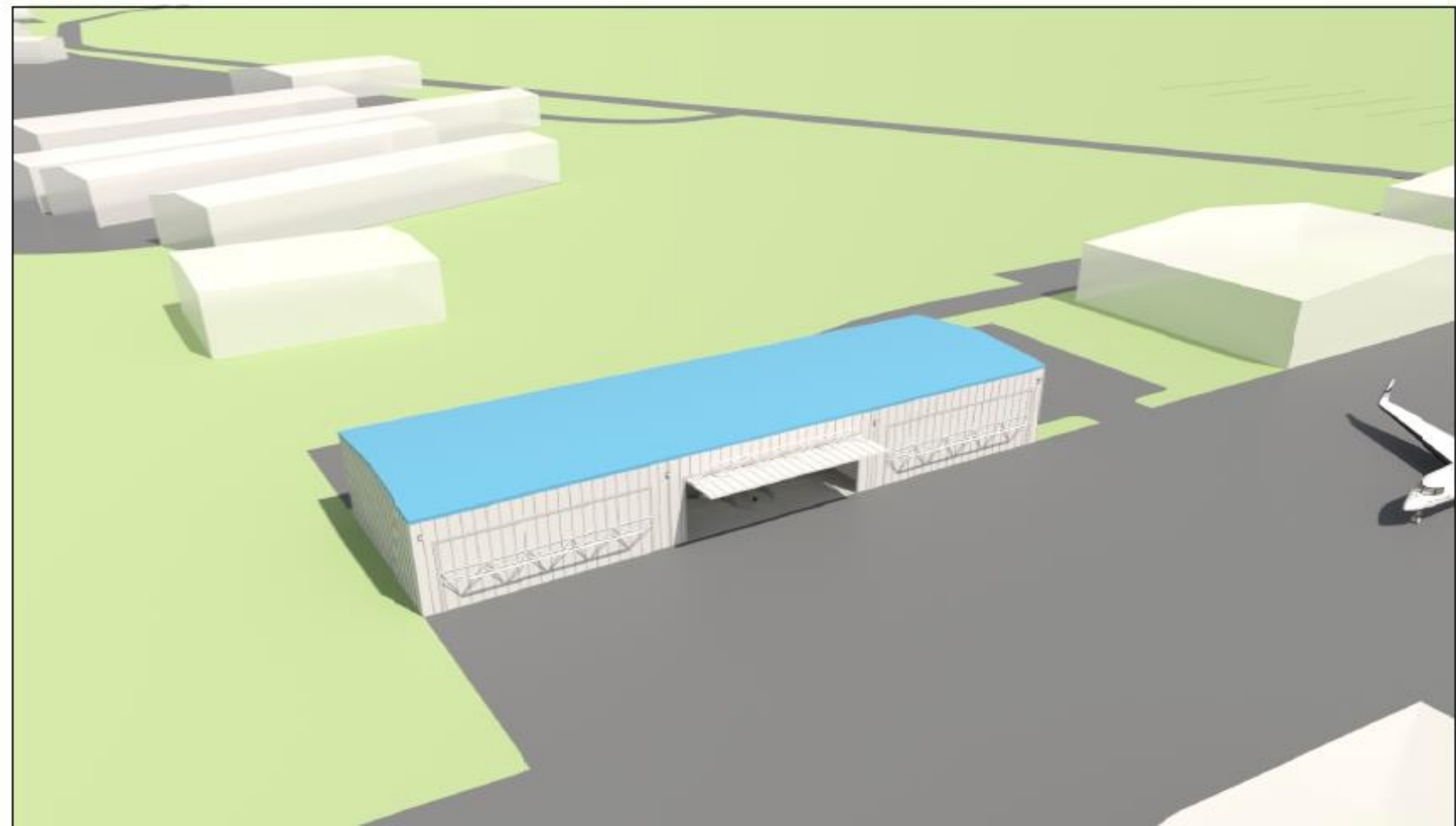


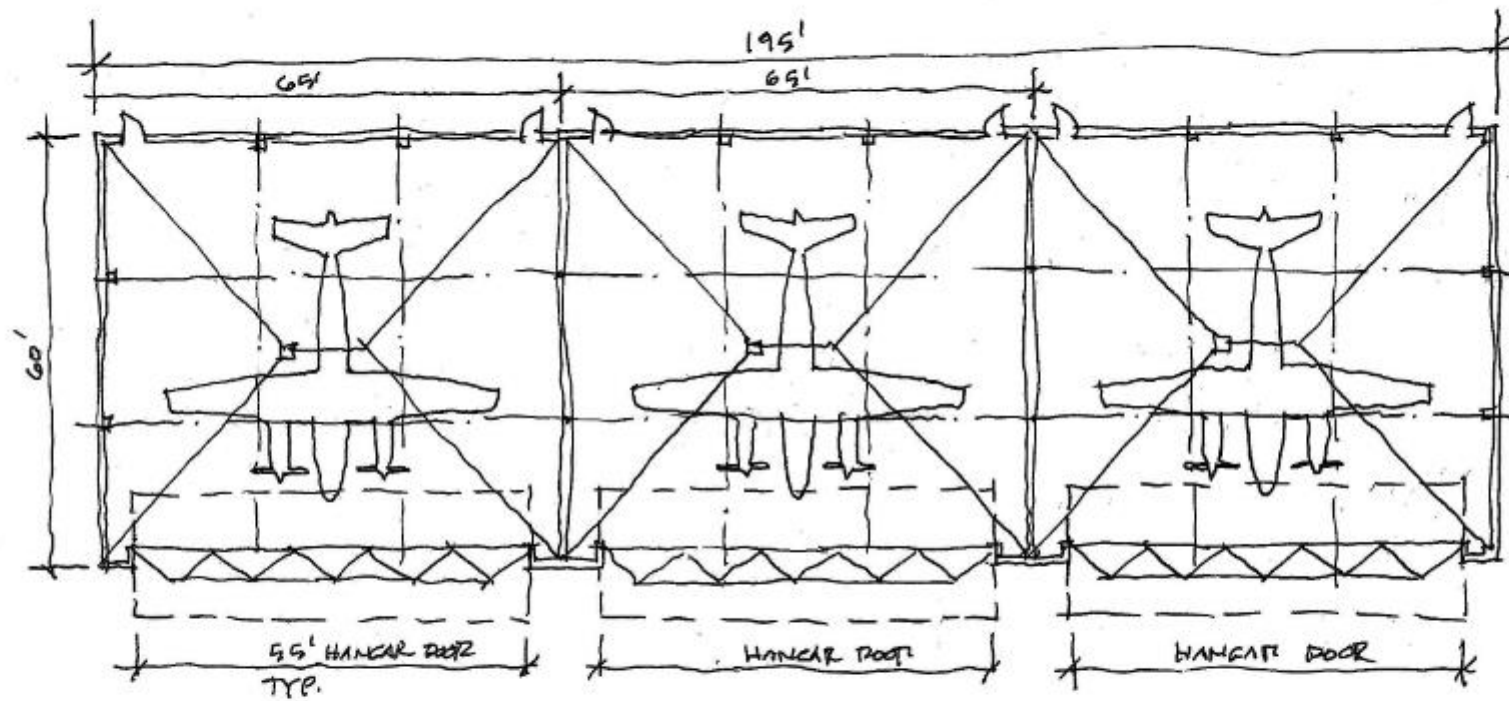






**BOX HANGARS**





ROW HANGARS

1/16" = 1'-0"



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

**MEMO TO COMMISSIONERS:**

**FROM:** Zack Shepherd, Community Relations Regional Director, Vaya Health  
**DATE:** August 26, 2022  
**SUBJECT:** Vaya Health Update

---

**ATTACHMENTS:**

**Description**

Power Point Presentation

**Upload Date**

8/26/2022

**Type**

Cover Memo

# Rowan County Board of Commissioners

**Zack Shepherd**  
Community Relations Regional Director  
09/19/2022



A whole-person health organization helping people connect to supports and services on their path to healing, recovery, and wellbeing



# **CURRENT CHALLENGES**

## INCREASED DEMAND AND LIMITED RESOURCES

- Since the end of the pandemic there has been a rising increase in
  - The need for child and adult mental health and substance use services across NC
  - The loss of mental health, substance use, and I/DD professionals leaving the profession
- Additionally, the expansion of new health plans in NC and the ability for staff to accept remote positions nationally has created significant competition on local limited NC staffing resources
- These factors have created waitlists for services across the healthcare system
- Vaya has been working with providers to meet these unique challenges while trying to expand and develop new service opportunities across the Vaya region.



# **STABILIZE WALK-IN CENTERS**

Vaya increased outpatient rates at Crisis Walk-in Centers to:

1. Stabilize physician and clinical staff (retention of existing staff)
2. Recruit additional staff (increased reimbursement)
3. Improve access to same day care in rural communities
4. Incentivize face to face service in rural communities
5. Expand access to Substance Use services

# Strategies to Address Workforce Challenges

- Increased rates across all service area to promote competitive recruitment and retention.
- Targeted rate increases for Direct Support Professionals for more competitive pay for key community-based behavioral health and intellectual/developmental services.
- Targeted work and funding with providers to develop strategies for recruitment and retention.
- Utilizing funding to allow providers to incentive staffing in more rural counties.
- Focused work with Vaya Provider Advisory Council to develop recruitment and retention strategies across service and disability.



# **STATE-WIDE CHILD AND YOUTH IMPROVEMENT INITIATIVE**

# IMPROVEMENT AREAS

- Vaya is working with all LME/MCO's to establish a standardized seamless transition of care for children placed outside of the Vaya Health Plan region
- Vaya is implementing a standardized pass-through authorization process for children entering residential treatment services to eliminate any barriers for children needing to quickly enter residential treatment
- Vaya is working with other LME/MCO's and Benchmarks to develop a standardized referral process for all residential provider
- Vaya continues to expand a statewide open network to improve access to care for child services
- Reduce or eliminate the need for Out of Network Agreements prior to entry to care

- Vaya continues to support DSS' by co-locating our Care Management with DSS for clinical and system support



# IMPROVEMENT AREAS CONT'D

- Vaya has an escalation protocol for DSS' to notify Vaya leadership of acute high risk cases including 24/7 access through the Vaya Call Center outside business hours
- Vaya is raising rates to expand access to crisis/emergency beds to reduce/eliminate the needs for DSS to temporarily house children with an emergency need
  - Vaya currently have 38 crisis beds that are available for Vaya Members
  - Vaya is actively working to add 20 additional crisis beds over the next 3 months (pending DHSR approval)

## EXPANDING ACCESS TO THERAPEUTIC FOSTER CARE - PROFESSIONAL PARENTING

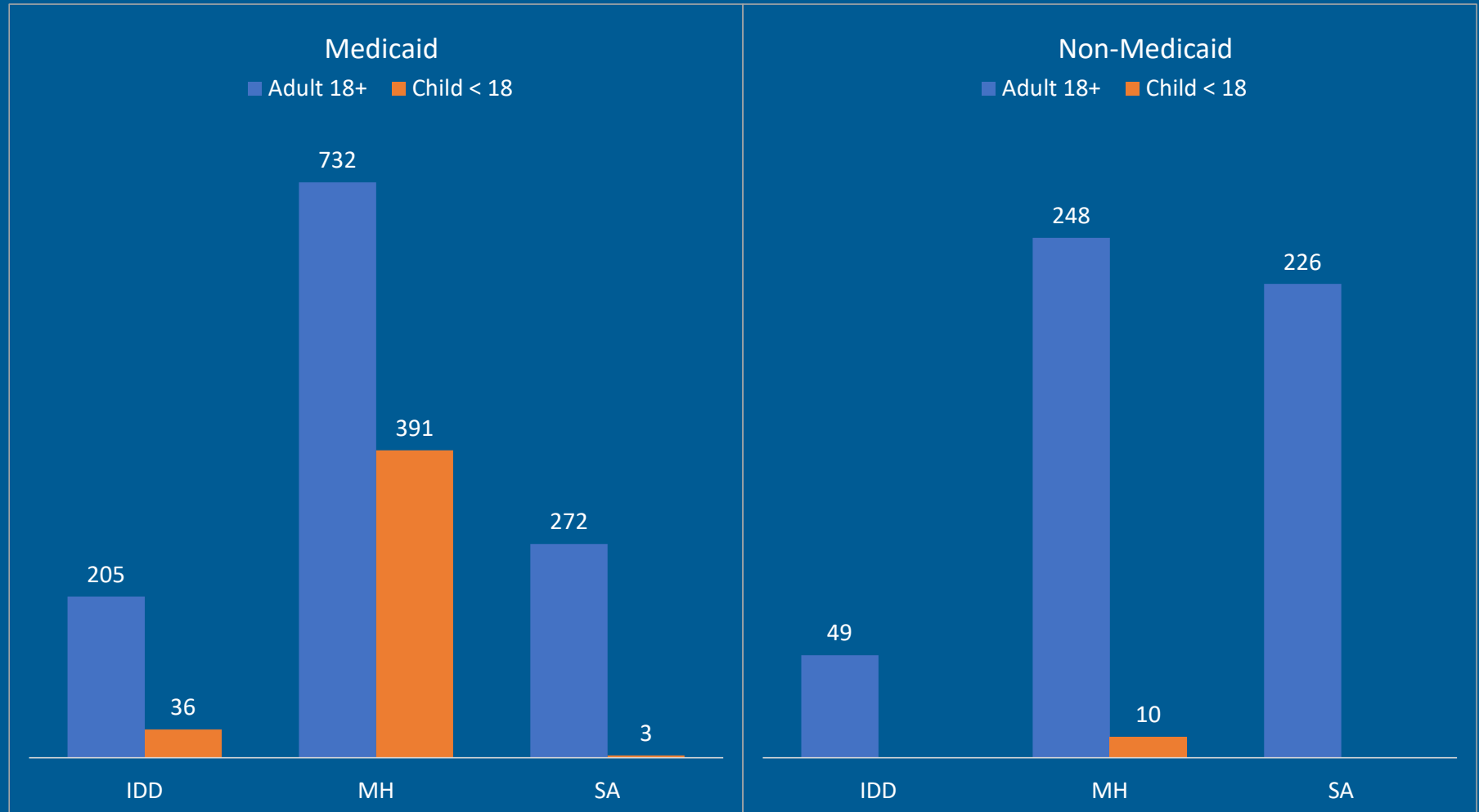
- Vaya increased TFC rate from \$97.22 to \$175.00 per day (Emergency Respite \$360.00 per day)
- Our goal is to create an extensive TFC network that allows our children to remain in their home communities with TFC parents dedicated to children's success and transitioning home
- In the coming weeks Vaya will be reaching out to contracted TFC providers to discuss these goals and to monitor the success of these new rates meeting the following objectives:
  - Improving the retention rate of current TFC families
  - Expanding the number of therapeutic homes across the Vaya region
  - Supporting children being served in their local communities with their local support systems
  - Improving the coordination of services for children in care by assuring children are connected with medical, dental, and behavioral health services
  - Providing additional support and training to TFC families



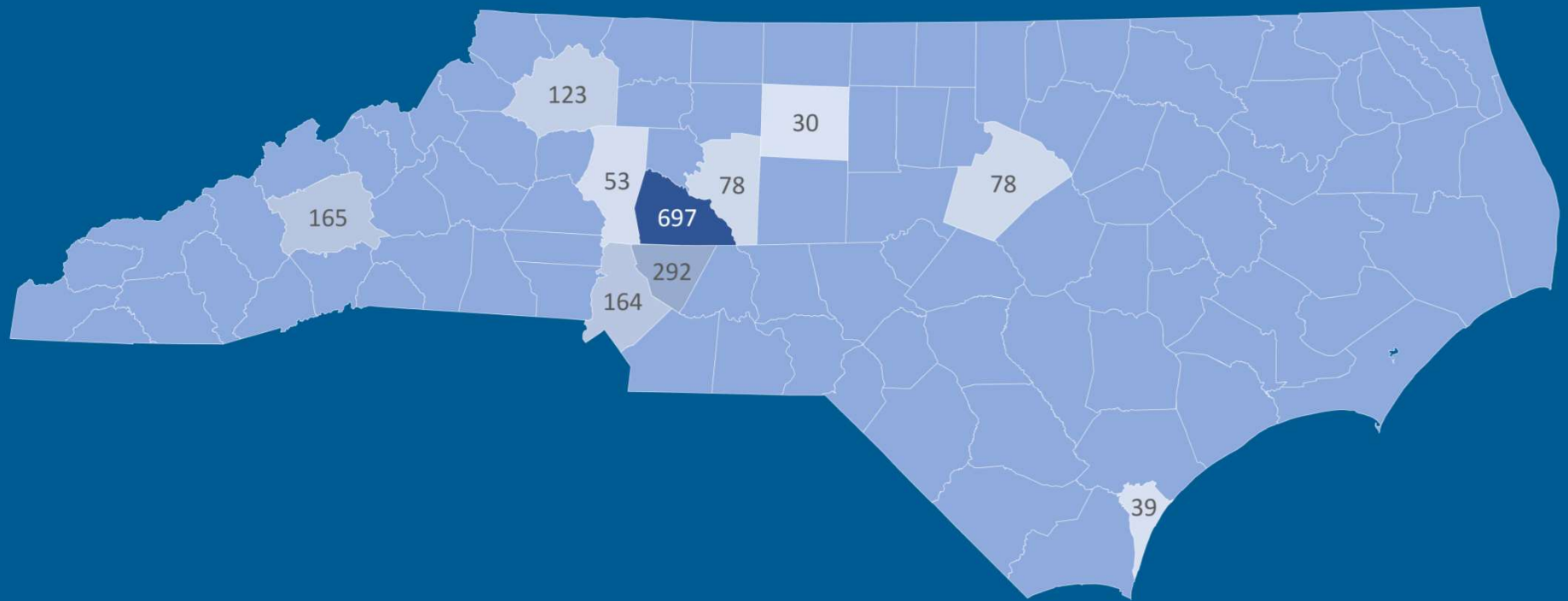
# **County Data Highlights**



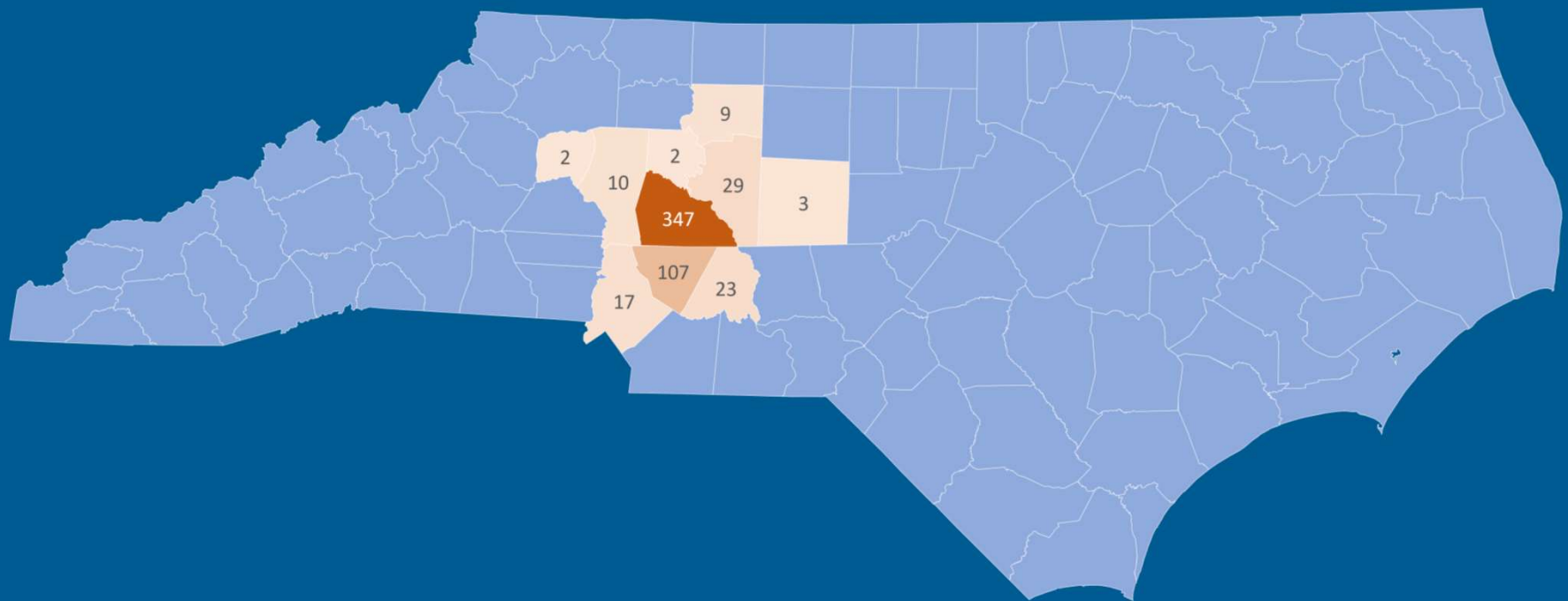
## Members Served by Age & Disability Type Jan – Mar 2022



# Top Locations Where Medicaid Members Receive Services Jan – Mar 2022



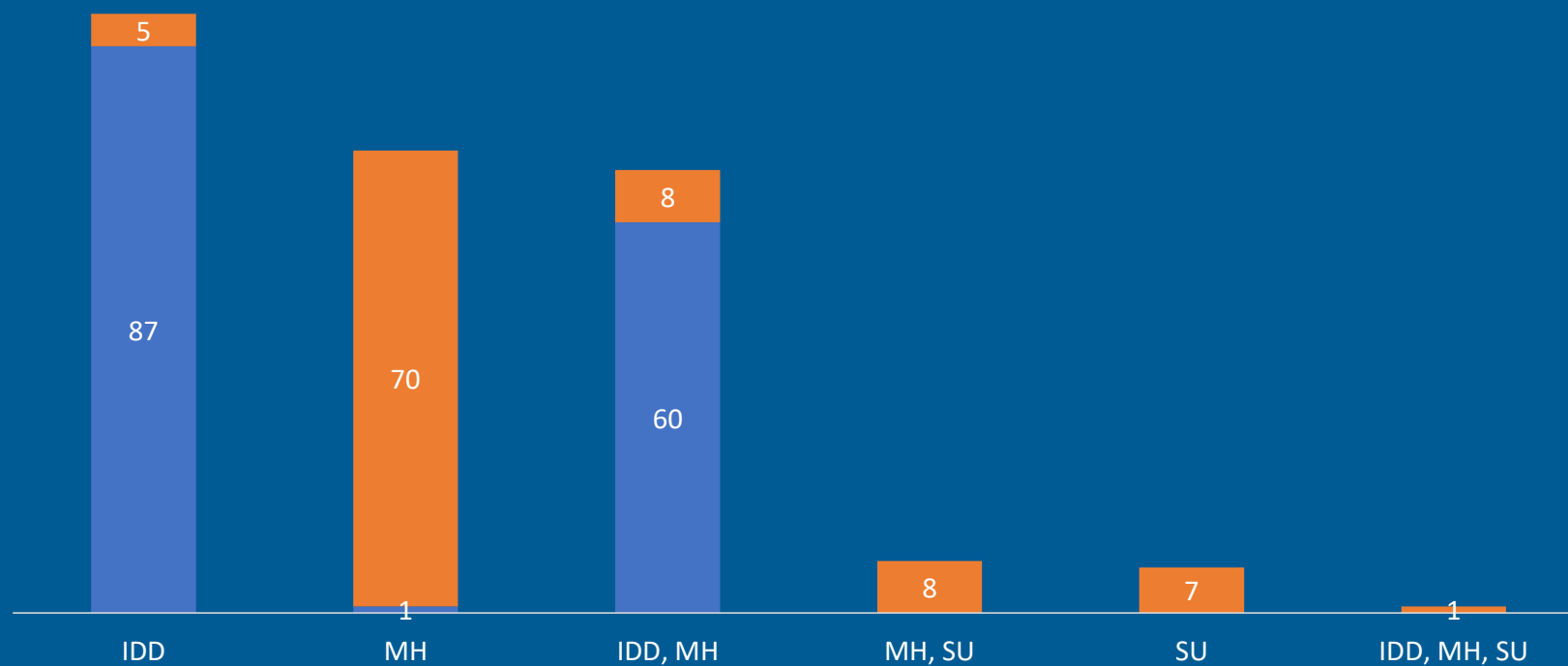
# Top Locations Where Non-Medicaid Members Receive Services Jan – Mar 2022



Powered by Bing  
© GeoHarris, TomTom

## Members Active in Care Management May 2022

■ Innovations ■ Non-Innovations





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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner, Finance Director  
**DATE:** 09/06/2022  
**SUBJECT:** Budget Amendments

---

Please see attached budget amendments.

Please approve attached budget amendments.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Budget Amendments	8/26/2022	Budget Amendment
Budget Amendment	8/30/2022	Cover Memo
Budget Amendment	8/30/2022	Cover Memo



## Account Inquiry [Rowan County]

K

Back	Search	Browse	Output	Print	Display	PDF	Save	Excel	Word	Email	Schedule	Attach	Detail	Months	Seg Find	Totals
------	--------	--------	--------	-------	---------	-----	------	-------	------	-------	----------	--------	--------	--------	----------	--------

Account

Fund	1010	GEN FD	Acct	1010-45-4500-4500-4529-0000-000-4-431001-64527		
Org	1144529	OPER REV	Acct name	FEDERAL TRANSPORTATION GRANT		
Object	431001	FED GRANT	Type	Revenue	Status	Active
Project	64527	URBAN TRANSPORTATION	Rollup			
			Sub-Rollup			
			<input type="checkbox"/> MultiYr Fund			

4 YEAR COMPARISON    HISTORY    4 YEAR GRAPH    HISTORY GRAPH

Yr/Per 2022/13	Fiscal Year 2022
Original Budget	.00
Transfers In	-57,845.00
Transfers Out	.00
Revised Budget	-57,845.00
Actual (Memo)	-24,074.94
Encumbrances	.00
Requisitions	.00
Available	-33,770.06
Percent used	41.62

FFY19 REMAINING 12,388.820 +  
 FFY20 - 104,000.000 +  
 FFY21 - 96,000.000 +  
 TOTAL 212,388.820 +

ALL REVENUE  
 IN FY23 BUDGET  
 212,388.820 +  
 -25,000.000 -  
 187,388.820 \*  
 BA AMT.

Fiscal Year 2023
-25,000.00
.00
.00
-25,000.00
.00
.00
.00
-25,000.00
.00

<<	<	1 of 1	>	>>
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Display detail information for current account.



**Cowden, Kristy**

**From:** Jessica Jones <jonesj@concordnc.gov>  
**Sent:** Tuesday, May 31, 2022 4:00 PM  
**To:** Cowden, Kristy; Steele, Valerie S  
**Subject:** RE: FFY21-5310 Agreement?

**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.

The \$120,000 (\$96,000 federal) you had in your application is included in the amounts you are showing for FFY19 and FFY20. My records agree to your records for remaining funding. Thank you!

Jessica Jones  
Finance Director  
City of Concord  
704-920-5222  
jonesj@concordnc.gov

\*\* @ 5/31/22  
FFY19 = 33,770  
FFY20 = 104,000  
FFY21 = 96,000  
\$233,770

**From:** Cowden, Kristy <Kristy.Cowden@rowancountync.gov>  
**Sent:** Tuesday, May 31, 2022 11:31 AM  
**To:** Jessica Jones <jonesj@concordnc.gov>; Steele, Valerie S <Valerie.Steele@rowancountync.gov>  
**Subject:** RE: FFY21-5310 Agreement?

**CAUTION:** This email originated from outside the City of Concord. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Yes, I remember the transition of the funding for FFY19 and FFY20 to the preventative maintenance. When the grant committee approved the change in funding, did this include the \$120,000 (\$96,000 Fed) of FFY21? I am trying to make sure I have the correct funding amounts as we move forward into our Fiscal Year 2023.

Could you provide me with a breakdown of our funding totals?

At a quick glance, this is what I have in my records for remaining funding:

FFY19 we have \$33,770 Federal remaining  
FFY20 \$104,000 Federal

This is where I am confused the about the FFY21 grant funding. Is the other \$96,000 included in this total? The FFY20 agreement only listed \$104,000 Federal funding.

Sorry to ask so many questions!

Kristy Cowden  
Rowan Transit System

# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

We have received funding for foster care caseworker visits to promote safe and stable families. Funding Authorizations reflect the actual amount we receive and may increase or decrease the original budget estimate.

Prepared by: Kelly Johnson  
Date: 8/11/2022

BUDGET INFORMATION:

[illegible]

# FUNDING AUTHORIZATION



## DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: Monthly Caseworker Visits (CFDA 93.556)

EFFECTIVE DATE: 07/01/2022

AUTHORIZATION NUMBER: 1

### ALLOCATION PERIOD

FROM JUNE 2022 THRU MAY 2023 SERVICE MONTHS

FROM JULY 2022 THRU JUNE 2023 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization			Additional Allocation			Grand Total Allocation		
		Federal	State	Total	Federal	State	Total	Federal	State	Total
01	ALAMANCE	5,373	0	5,373	0	0	0	5,373	0	5,373
02	ALEXANDER	3,701	0	3,701	0	0	0	3,701	0	3,701
03	ALLEGHANY	2,179	0	2,179	0	0	0	2,179	0	2,179
04	ANSON	507	0	507	0	0	0	507	0	507
05	ASHE	3,797	0	3,797	0	0	0	3,797	0	3,797
06	AVERY	1,727	0	1,727	0	0	0	1,727	0	1,727
07	BEAUFORT	6,881	0	6,881	0	0	0	6,881	0	6,881
08	BERTIE	398	0	398	0	0	0	398	0	398
09	BLADEN	3,112	0	3,112	0	0	0	3,112	0	3,112
10	BRUNSWICK	10,280	0	10,280	0	0	0	10,280	0	10,280
11	BUNCOMBE	19,327	0	19,327	0	0	0	19,327	0	19,327
12	BURKE	13,337	0	13,337	0	0	0	13,337	0	13,337
13	CABARRUS	8,375	0	8,375	0	0	0	8,375	0	8,375
14	CALDWELL	7,923	0	7,923	0	0	0	7,923	0	7,923
15	CAMDEN	288	0	288	0	0	0	288	0	288
16	CARTERET	4,578	0	4,578	0	0	0	4,578	0	4,578
17	CASWELL	905	0	905	0	0	0	905	0	905
18	CATAWBA	15,558	0	15,558	0	0	0	15,558	0	15,558
19	CHATHAM	5,976	0	5,976	0	0	0	5,976	0	5,976
20	CHEROKEE	3,523	0	3,523	0	0	0	3,523	0	3,523
21	CHOWAN	713	0	713	0	0	0	713	0	713
22	CLAY	1,631	0	1,631	0	0	0	1,631	0	1,631
23	CLEVELAND	8,745	0	8,745	0	0	0	8,745	0	8,745
24	COLUMBUS	4,866	0	4,866	0	0	0	4,866	0	4,866
25	Craven	5,990	0	5,990	0	0	0	5,990	0	5,990
26	CUMBERLAND	45,042	0	45,042	0	0	0	45,042	0	45,042
27	CURRITUCK	987	0	987	0	0	0	987	0	987
28	DARE	1,124	0	1,124	0	0	0	1,124	0	1,124
29	DAVIDSON	7,950	0	7,950	0	0	0	7,950	0	7,950
30	DAVIE	2,920	0	2,920	0	0	0	2,920	0	2,920
31	DUPLIN	1,563	0	1,563	0	0	0	1,563	0	1,563
32	DURHAM	19,930	0	19,930	0	0	0	19,930	0	19,930
33	EDGECOMBE	2,536	0	2,536	0	0	0	2,536	0	2,536
34	FORSYTH	13,927	0	13,927	0	0	0	13,927	0	13,927
35	FRANKLIN	3,043	0	3,043	0	0	0	3,043	0	3,043
36	GASTON	22,288	0	22,288	0	0	0	22,288	0	22,288
37	GATES	14	0	14	0	0	0	14	0	14
38	GRAHAM	1,384	0	1,384	0	0	0	1,384	0	1,384
39	GRANVILLE	1,165	0	1,165	0	0	0	1,165	0	1,165
40	GREENE	1,165	0	1,165	0	0	0	1,165	0	1,165
41	GUILFORD	27,373	0	27,373	0	0	0	27,373	0	27,373
42	HALIFAX	877	0	877	0	0	0	877	0	877
43	HARNETT	9,924	0	9,924	0	0	0	9,924	0	9,924
44	HAYWOOD	6,017	0	6,017	0	0	0	6,017	0	6,017
45	HENDERSON	10,006	0	10,006	0	0	0	10,006	0	10,006
46	HERTFORD	178	0	178	0	0	0	178	0	178
47	HOKE	3,057	0	3,057	0	0	0	3,057	0	3,057

# FUNDING AUTHORIZATION

	COUNTY	Initial (or Previous) Allocation Funding Authorization			Additional Allocation			Grand Total Allocation		
		Federal	State	Total	Federal	State	Total	Federal	State	Total
48	HYDE	535	0	535	0	0	0	535	0	535
49	IREDELL	5,730	0	5,730	0	0	0	5,730	0	5,730
50	JACKSON	3,303	0	3,303	0	0	0	3,303	0	3,303
51	JOHNSTON	10,267	0	10,267	0	0	0	10,267	0	10,267
52	JONES	329	0	329	0	0	0	329	0	329
53	LEE	809	0	809	0	0	0	809	0	809
54	LENOIR	4,071	0	4,071	0	0	0	4,071	0	4,071
55	LINCOLN	4,866	0	4,866	0	0	0	4,866	0	4,866
56	MACON	4,030	0	4,030	0	0	0	4,030	0	4,030
57	MADISON	2,029	0	2,029	0	0	0	2,029	0	2,029
58	MARTIN	2,646	0	2,646	0	0	0	2,646	0	2,646
59	MCDOWELL	6,305	0	6,305	0	0	0	6,305	0	6,305
60	MECKLENBURG	29,950	0	29,950	0	0	0	29,950	0	29,950
61	MITCHELL	2,632	0	2,632	0	0	0	2,632	0	2,632
62	MONTGOMERY	1,138	0	1,138	0	0	0	1,138	0	1,138
63	MOORE	3,715	0	3,715	0	0	0	3,715	0	3,715
64	NASH	1,809	0	1,809	0	0	0	1,809	0	1,809
65	NEW HANOVER	18,985	0	18,985	0	0	0	18,985	0	18,985
66	NORTHAMPTON	343	0	343	0	0	0	343	0	343
67	ONSLow	9,814	0	9,814	0	0	0	9,814	0	9,814
68	ORANGE	4,126	0	4,126	0	0	0	4,126	0	4,126
69	PAMLICO	754	0	754	0	0	0	754	0	754
70	PASQUOTANK	1,151	0	1,151	0	0	0	1,151	0	1,151
71	PENDER	2,920	0	2,920	0	0	0	2,920	0	2,920
72	PERQUIMANS	370	0	370	0	0	0	370	0	370
73	PERSON	4,880	0	4,880	0	0	0	4,880	0	4,880
74	PITT	9,705	0	9,705	0	0	0	9,705	0	9,705
75	POLK	2,659	0	2,659	0	0	0	2,659	0	2,659
76	RANDOLPH	10,637	0	10,637	0	0	0	10,637	0	10,637
77	RICHMOND	4,016	0	4,016	0	0	0	4,016	0	4,016
78	ROBESON	20,876	0	20,876	0	0	0	20,876	0	20,876
79	ROCKINGHAM	8,800	0	8,800	0	0	0	8,800	0	8,800
80	ROWAN	9,527	0	9,527	0	0	0	9,527	0	9,527
81	RUTHERFORD	7,950	0	7,950	0	0	0	7,950	0	7,950
82	SAMPSON	6,936	0	6,936	0	0	0	6,936	0	6,936
83	SCOTLAND	5,661	0	5,661	0	0	0	5,661	0	5,661
84	STANLY	1,823	0	1,823	0	0	0	1,823	0	1,823
85	STOKES	5,551	0	5,551	0	0	0	5,551	0	5,551
86	SURRY	6,675	0	6,675	0	0	0	6,675	0	6,675
87	SWAIN	2,303	0	2,303	0	0	0	2,303	0	2,303
88	TRANSYLVANIA	3,783	0	3,783	0	0	0	3,783	0	3,783
89	TYRRELL	370	0	370	0	0	0	370	0	370
90	UNION	8,526	0	8,526	0	0	0	8,526	0	8,526
91	VANCE	2,412	0	2,412	0	0	0	2,412	0	2,412
92	WAKE	26,743	0	26,743	0	0	0	26,743	0	26,743
93	WARREN	192	0	192	0	0	0	192	0	192
94	WASHINGTON	1,151	0	1,151	0	0	0	1,151	0	1,151
95	WATAUGA	4,469	0	4,469	0	0	0	4,469	0	4,469
96	WAYNE	4,003	0	4,003	0	0	0	4,003	0	4,003
97	WILKES	12,830	0	12,830	0	0	0	12,830	0	12,830
98	WILSON	1,768	0	1,768	0	0	0	1,768	0	1,768
99	YADKIN	4,578	0	4,578	0	0	0	4,578	0	4,578
100	YANCEY	2,248	0	2,248	0	0	0	2,248	0	2,248
	Total	\$625,859	\$0	\$625,859	\$0	\$0	\$0	\$625,859	\$0	\$625,859

# FUNDING AUTHORIZATION

**FUNDING SOURCE:** Monthly Caseworker Visits (CFDA 93.556)

**CFDA Number:** 93.556

**CFDA Name:** Promoting Safe and Stable Families

**Award Name:** Promoting Safe and Stable Families

**Award Number:** 2101NCFPCV

**Award Date:** FFY 2022

**Federal Agency:** DHHS/ACF

**GRANT INFORMATION:**

This funding authorization represents 100% federal funds.

**XS411 Heading:** FC-CWKR VISIT

**Tracked on XS411:** 100% Federal Funds

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO  
LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS**

**AUTHORIZED SIGNATURE**

**DATE:**

  
\_\_\_\_\_

July 20, 2022  
\_\_\_\_\_

**ROWAN COUNTY**

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2022 for Cooperative Extension. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis  
Date: 08/11/22

**BUDGET INFORMATION:**

Reviewed:

[illegible]



ROWAN COUNTY  
COOPERATIVE EXTENSION - RESERVES  
For Fiscal Year Ended June 30, 2022  
As of August 11, 2022

Areas of Reserve	Beginning Balance	Revenue Acct Number	Add: YTD Revenues	Expense Acct Number	Less: YTD Expenses	Ending Balance	Less: Original Budget FY23	Reserve Entry July	Reserve Entry Sept
Robertson Embryo	\$ -	1144955-433101-30001	\$ -	1154955-585000-30001	\$ -	\$ -	\$ -	\$ -	- Completed
PG - Carolina Farm Credit	557.00	1144955-433101-30002	5,000.00	1154955-585000-30002	(4,990.00)	567.00	-	-	567.00
NRA Grant 20-21	49.27	1144955-433101-30003	-	1154955-585000-30003	-	49.27	-	-	49.27
NRA Grant 21-22	144.00	1144955-433101-30004	-	1154955-585000-30004	(134.64)	9.36	-	-	9.36
Robertson Electric	-	1144955-433101-30005	1,700.00	1154955-585000-30005	(1,558.48)	141.52	-	-	141.52
Robertson Equipment	-	1144955-433101-30006	6,000.00	1154955-585000-30006	-	6,000.00	-	(6,000.00)	- With RC Match BA posted 7/19/22
Robertson Sewing	-	1144955-433101-30007	2,200.00	1154955-585000-30007	(2,066.26)	133.74	-	-	133.74
State Gov't Grant	-	1144955-434000	-	1154955-585000	-	-	-	-	BOC 8/15/22 as an encumbrance
Advisory Board	64.27	-	-	1154955-583005	-	64.27	-	-	64.27
Extension - General	18,196.12	1144955-449001	16,135.00	1154955-583079	(20,301.97)	14,029.15	-	-	12,029.15
Horticulture	5,785.37	1144955-449002	1,080.00	1154955-583081	(2,552.91)	4,312.46	(2,000.00)	-	4,312.46
4-H - General	30,980.55	1144955-449003	26,273.82	1154955-583073	(24,791.37)	32,463.00	(10,000.00)	-	22,463.00
Local Foods	1,176.03	1144955-449005	482.57	1154955-583106	(118.01)	1,540.59	-	-	1,540.59
Livestock	8,437.27	1144955-449006	2,366.09	1154955-583082	(7,462.11)	3,341.25	-	-	3,341.25
Family Consumer Science	6,124.65	1144955-453089	1,956.00	1154955-583033	(1,438.86)	6,641.79	-	-	6,641.79
	\$ 71,514.53		\$ 63,193.48		\$ (65,414.61)	\$ 69,293.40	\$ (12,000.00)	\$ (6,000.00)	\$ 51,293.40

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

Reviewed: \_\_\_\_\_

[illegible]



ROWAN COUNTY  
 SOIL AND WATER - RESERVES  
 For Fiscal Year Ended June 30, 2022

	<u>Account Number</u>	<u>Account Name</u>	<u>Balance</u>
Beginning Balance			\$ 2,629.78
Revenues	1145010-464900	Miscellaneous Donations	<u>1,320.00</u>
Sub-total			3,949.78
Less:	1155010-583001	Donation Expenditures	<u>(1,182.96)</u>
<b>Ending Balance</b>			2,766.82
Less: Amount budgeted in Donation Expenditures in Original Budget			-
Less: Amount budgeted as Appropriated FB - Restricted and Donation Expenditures in Original Budget			<u>-</u>
			<u><u>\$ 2,766.82</u></u>

# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2022 for Parks & Recreation. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis

Date: 08/12/22

BUDGET INFORMATION:

Reviewed: \_\_\_\_\_

[illegible]

ROWAN COUNTY  
PARKS DEPARTMENT - RESERVES  
For Fiscal Year Ended June 30, 2022

Project Areas	Beginning Balance	Revenue Acct Number	Add: YTD Revenues	Expense Acct Number	Less: YTD Expenses	Ending Balance	Original Budget 2023 Expenditures	Carryforward to FY 2023	
								BA	Balance
Golf Donations	985.00	1146230-464019	-	1156230-583047	-	985.00	-	-	985.00
Murtis Nicholas Memorial	94,513.13	1146230-464058	1,783.10	1156230-583041	-	96,296.23	-	-	96,296.23
Restricted Donations	6,875.11	1146231-464100	1,761.51	1156231-583041	(796.70)	7,839.92	5,000.00	2,839.92	-
Senior Games Donations	32,801.18	1146231-464020	10,293.00	1156231-583054	(5,949.47)	37,144.71	10,000.00	27,144.71	-
Ellis Park Fund Donations	3,583.71	1146237-464100	-	-	-	3,583.71	-	-	3,583.71
Sloan Park Fund	11,254.50	1146238-464100	100.00	1156238-583097	-	11,354.50	-	-	11,354.50
Sloan Park - Historic Tree Fd.	5,533.89	-	-	-	-	5,533.89	-	-	5,533.89
Dunn's Mountain Park	14,246.71	1146239-464100	-	1156239-583097	-	14,246.71	-	-	14,246.71
	<u>\$ 169,793.23</u>		<u>\$ 13,937.61</u>		<u>\$ (6,746.17)</u>	<u>\$ 176,984.67</u>	<u>\$ 15,000.00</u>	<u>\$ 29,984.63</u>	<u>\$ 132,000.04</u>

Note: Autumn Jubilee (AJ) revenue and expenditures should be budgeted every year in the original budget. This item should not be a reserve.

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

Reviewed: \_\_\_\_\_

[illegible]

**NCFSWC Grant Agreement (8.1.2022)**

This Grant Agreement is provided to assure the North Carolina Foundation for Soil and Water Conservation, Inc. (Foundation) that the awarded Grant meets all requirements of the Tax Reform Act of 1969 including amendments. A signed Grant Agreement indicates the grantee accepts the terms and conditions of the Grant.

***Name of Grantee:*** Rowan Soil and Water Conservation District (District)

***Project Name:*** Outdoor Education Learning Center Initiative      ***Project #:*** EPA-19-10-A

***Date Approved by the Foundation:*** 8.01.2022      ***Amount Approved:*** \$ 949.45

***Purpose of Grant:*** Provide financial support to the Soil and Water Conservation District for the establishment of an Outdoor Educational Learning Center (OELC) to educate and demonstrate the importance of soil health, food and crop production, and conservation of natural resources. The Grant is conditioned on the Foundation paying no more than receipt supported actual costs per funding category cap as described later in the Grant Agreement.

***Deadline for Start of the Project:*** 8.01.2022

***Deadline for Completion of the Project:*** 8.31.2022

***Deadline for Submitting Final Invoice and Report:*** 9.15.2022

The Grant Agreement is accepted for implementation by the Foundation and the Grantee at the appropriate time and under the following conditions:

1. Grantee confirms that it is a soil and water conservation district or other governmental agency; or that the Internal Revenue Service has determined that it is an organization described in section 501(c)(3) of the Internal Revenue Code and is a publicly-supported organization and not a private foundation, and that determination has not been revoked. Grantee will promptly notify the Foundation if the Grantee's tax-exempt status is revoked or modified.
2. The Grant will be used for the purpose specifically set forth under Purpose of Grant. Any condition set forth in the Purpose of Grant or in the Grant Agreement shall take precedence over any conflicting provision in the Grantee proposal.



3. No funds generated from the Grant will be used to carry out propaganda or otherwise attempt to influence legislation, the outcome of any public election, or to carry on directly or indirectly a voter registration drive.
4. Grantee will not use any of the funds generated from the Grant to implement a project that does not comply with the Foundation's approved operations under Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code. Grantee agrees to not participate in any transaction using the Grant that subjects the Foundation to excise tax liability as stated in Internal Revenue Code Section 4958.
5. All project related records will be maintained by Grantee for five years from the close of the project and such records will be made available to the Foundation or its representatives(s) upon request.
6. Grantee agrees to not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family / parental status for any of the purposes for which this Grant Agreement is awarded.
7. Conservation District Board Members and District Staff will avoid any and all conflicts of interest, or the appearance of a conflict of interest, in all decisions and actions concerning management of the Grant.
8. Grantee agrees to include the funder recognition of the NC Foundation for Soil and Water Conservation and the EPA by logo or by name reference in all publicity generated materials, including online / social media outlets.
9. Grantee acknowledges that the Grantee is responsible for project implementation including supervision of its employees. Grantee will hold the Foundation harmless for any third-party claims arising out of any act or omission of the Grantee or its employees related to the project.
10. All reporting and documentation requirements must be met by Grantee from any previous Foundation Grant Programs.
11. Grantee agrees to comply with any addendums signed by both parties.
12. Grantee agrees to comply with all other project technical details stated in the Multi-Species Cover Crop Demonstration Guidance Document.

#### **Grant OELC Establishment Process**

The Foundation makes the following recommendations for the establishment of a successful Outdoor Educational Learning Center (OELC).

1. **OELC School Champion:** Identify a motivated educator, an OELC Champion, at the school that will serving as the school's liaison. The school must be committed to the establishment of the Garden within the OELC.

2. **Project Support Team:** Identify a Support Team that can provide the educational over-site and coordination, such as County Extension Service agents, Master Gardener program volunteers, and District Board members (District to select final member types).
3. **Innovative Soils Component:** Districts will need to insure there is an innovative soils component in the OELC. The Project needs to include signage that describes the soils in the area, additional technical resources will be provided to assist in the design of the sign.
4. **OELC Management Plan:** Develop a concept and long term monitoring plan for the OELC and Garden that is acceptable to a variety of stakeholders and makes the project easy to access.

#### Payment Process

- The Grant is approved as a reimbursement of actual expenses and supported by receipts. The Foundation will pay up to the actual costs of the project component not to exceed the total project cap; in no case will the Foundation be obligated to make a payment beyond the originally approved project Grant.
- The Foundation will review the request in a timely manner and consult with the Grantee if additional information is needed. Grant payment cannot be requested until the District provides the Foundation with documentation, photos, and final reports.
- Funds cannot be used to install irrigation wells or to reimburse staff time either at the Conservation District or school level.
- **To ensure timely processing submit documentation by the 1<sup>st</sup> of the month. The final invoice is due September 15, 2022. It is the Grantee's responsibility to make aware any subcontractors of the expected delay in payment.**

Category	Description
Planning, development, and implementation of OELC	<p><b>\$949.45 per District:</b></p> <p>Reimbursable expenses include materials to build/construct raised garden beds, soil (planting mix), plants, mulch, water line or water hose for irrigation, fencing materials, and printing educational materials. Funds can be used to rent small equipment needed to construct. Any other specific costs will be considered on a case by case basis but must be approved by the Foundation prior to the purchase.</p>

The following documentation is needed for a payment request and should be emailed to the Foundation c/o Amanda Sand, Executive Director [asand@ncsoilwater.org](mailto:asand@ncsoilwater.org) and Gail Hughes, Project Manager, [ghughes@ncsoilwater.org](mailto:ghughes@ncsoilwater.org)





1. Cover letter signed by chairperson requesting funds; include total amount requested, what party to make the payment to and a W9.
2. All receipts and a final budget indicating funding sources and cash or in-kind contributions; if more than 3 receipts are provided a receipt summary form is required to be completed as well
3. Electronic pictures before, during, and after implementation of the OELC and any training events
4. Workshop Agenda & Registration List (If training session can be completed before deadline)
5. Final Report on Foundation approved form

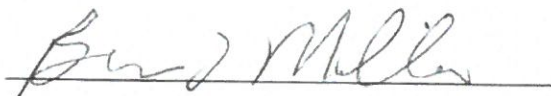
**Reporting Requirements:**

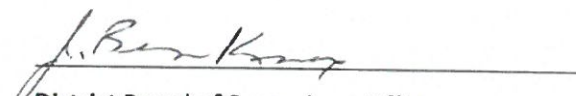
Grantee will complete and submit the Interim Report form online by December 10 and July 10. Grantee will complete the Foundation Final Report form upon project completion, exhibiting expenditures of funds and final progress made in accomplishing the purposes of the Grant.

**Certification of Agreement**

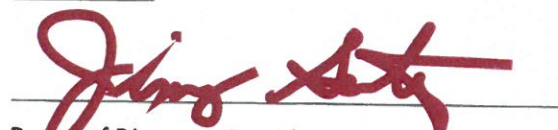
The persons signing the Foundation Grant Agreement certify they understand the purpose of the Grant and the contents of the Agreement and accept all terms and conditions. The signers certify they are the authorized officials to execute the Agreement. **The Agreement is effective as of August 1, 2022.**


**Grantee:**

  
District Board of Supervisors Chairperson  
Date: 8/13/2022

  
District Board of Supervisors Officer  
Date: 8/11/22

**Foundation:**

  
Board of Directors President  
Date: 8-12-2022

  
Executive Director  
Date: 8/12/22





### Outdoor Environmental Learning Center Grant

Rowan Soil and Water Conservation District requests additional funds for the Outdoor Environmental Learning Center project at West Rowan Elementary School. The money will be used to install more plants to further reduce erosion and fill in gaps where we need more plant materials. The principal has been contacted and has agreed to the project. In addition, we will incorporate the plant installation into some classroom programs.

We would also like to use some of the funds at Koontz Elementary. We have done several programs in their gardens, but they are eager to increase their outdoor learning space with the addition of gardens. They would like to replace the warped boards of the raised beds with paving stones which last forever. They also need soil and mulch.

Thank you so much,

Kelli Isenhour  
Education Coordinator  
Rowan Soil and Water Conservation District  
2727-C Old Concord Rd.  
Salisbury, NC 28146  
704-216-8998

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

Contract Encumbrances Expenditures for 911 Funds  
To appropriate fund balance and expenditures for fiscal year 2022

[illegible]

- Back
- Search
- Browse
- Output
- Print
- Display
- PDF
- Save
- Excel
- Word
- Email
- Schedule
- (0) Attach
- D
- M
- S
- T
- P
- User Defined Fields

Account

and	2020	...	EMERG TELE	Acct	2020-42-4200-4330-4215-0000-000-5-5750-00-		<input type="checkbox"/> Account Notes
rg	2254215	...	E911 EXP	Acct name	C/A-EQUIPMENT		
bject	575000	...	C/A-EQUIP	Type	Expense	Status	Active
object	...	<input type="checkbox"/>		Rollup	...	<input type="checkbox"/>	
				Sub-Rollup	...	<input type="checkbox"/>	

☐ MultiYr Fund

4 YEAR COMPARISON      GAAP W/CARRY FORWARD      HISTORY      4 YEAR GRAPH      HISTORY GRAPH

	Fiscal Year 2022			Fiscal Year 2021			Fiscal Year 2020			Fiscal Year 2023		
/Per 2022/13												
Original Budget			.00			.00			.00			.00
Transfers In			75,877.00			.00			.00			.00
Transfers Out			.00			.00			.00			.00
Revised Budget			75,877.00			.00			.00			.00
Actual (Memo)			.00			.00			.00			.00
Encumbrances			75,876.75			.00			.00			.00
Acquisitions			.00			.00			.00			.00
Available			.25			.00			.00			.00
Percent used			100.00			.00			.00			.00

Contract \* 22485 +1  
Encumbered Accounts \* None  
e Items \*  
Customer \* 7582 ... CAROLINA RECORDING SYSTEMS, INC  
Address 0 ...

Standing  
To Be Rolled  
Hold Payments  
Require PO for Payment  
Original  
Change Order  
Status POSTED  
NONE

Audit  
Entered by PowlastB  
Entered 04/20/2022  
Modified 08/11/2022  
1  
Print

Line	Year T	Project String	Org	Object	Project	Description	Amount	PA Bud	GL Bud	Original
1	2022		2254215	575000		C/A-EQUIPMENT	75,876.75		U	75,876.75

Additional Info	Retainage Info	Account History	Contingency Amounts
Original 75,876.75 Updated amt 0.00 Cumulative balance 75,876.75 Contingency balance 0.00	Open Req 0.00 Open PO 0.00 Expended 0.00 Available 75,876.75 Avail w/Contingency 75,876.75	Requisitions (0) Purchase Orders (0) Invoices (0)	Milestones (0) Performance (0) Terms

My Approvals Approve Reject Forward Hold Approvers

## Odell, Mitzi C

---

**From:** Powlas, Terri B.  
**Sent:** Friday, August 5, 2022 12:20 PM  
**To:** Odell, Mitzi C  
**Subject:** Money moved

Good afternoon Mitzi,

I just started justifying my 911 funds for the state and realized I had not paid for the upgrade to the eventide system. We had to move money and then get a contract and all that entails. But the company could not get it done in time for the end of the year. So there is 75,876.75 in line 2254215 575000. Contract 22485.

So considering we just got the contract established before the end of the fiscal year, we probably need to get it rolled too.

Let me know if I need to do anything else.

Thanks for your help.

Terri



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

Ind	6050	...	WATER	Acct	6050-75-7510-7500-7510-0000-000-5-590021-	
rg	6557510	...	WTR OPER	Acct name	LEAD AND COPPER COMPLIANCE	
bject	590021	...	LEAD&COPE	Type	Expense	Status
ject	...	...	...	Rollup	...	Active
				Sub-Rollup	...	

☐ MultiYr Fund

4 YEAR COMPARISON

	GAAP W/CARRY FORWARD	HISTORY	4 YEAR GRAPH	HISTORY GRAPH
/Per 2022/13				
Original Budget	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023
ansfers In	137,000.00	.00	.00	1,500,000.00
ansfers Out	.00	1,000,000.00	.00	.00
vised Budget	.00	-563,000.00	.00	.00
ctual (Memo)	137,000.00	437,000.00	.00	1,500,000.00
ncumbrances	.00	69.40	.00	.00
quisitions	95,000.00	.00	.00	.00
available	.00			
ercent used	42,000.00	436,930.60	.00	1,500,000.00
	69.34	.02	.00	.00



Contract \* 22400 +1 Encumbered Accounts None To Be Rolled Hold Payments Require PO for Payment Status POSTED NONE Entered by StewartMF Entered 02/21/2022 Modified 02/21/2022 Printed

Vendor \* 20182 ... HAZEN AND SAWYER

Line	Year	T	Project String	Org	Object	Project	Description	Amount	PA Bud	GL Bud	Original
1	2022			6557510	590021		LEAD AND COPPER COMPLIANCE	95,000.00		U	95,000.00

Additional Info Retainage Info Account History Contingency Amounts

Original	95,000.00	Open Req	0.00	0.00	%	Requisitions (0)	Milestones (0)
Adjusted	95,000.00	Open PO	0.00	0.00	%	Purchase Orders (0)	Performance (0)
Unbudgeted amt	0.00	Expended	0.00	0.00	%	Invoices (0)	
Unbudget balance	95,000.00	Available	95,000.00	100.00	%		
Contingency balance	0.00	Avail w/Contingency	95,000.00				

Workflow My Approvals Approve Approve Reject Forward Hold Approvers

Additional Information

Terms

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

Contract Encumbrances Expenditures  
To appropriate fund balance and expenditures for fiscal year 2022

[illegible]



Search

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Reminder Alert

Comments

Hold Payments

Release

Output/Post

Mass Create

Activate

Close Contract

Open Contract

Audits

Activity

Projects

Contract Lens

22432

Encumbered Accounts

None

8338

0

2022

2023

Project String

Standing      Audit

To Be Rolled

Hold Payments

Require PO for Payment

Status

POSTED

NONE

Entered by

BungarAR

Entered

03/08/2022

Modified

08/11/2022

1

Printed

PARKER POE ADAMS AND BERNSTEIN LLP

Line	Year	T	Project String	Org	Object	Project	Description	Amount	PA Bud	GL Bud
1	2022			1154112	532010		ATTORNEY	122.00	U	Original 2,500.00
2	2023			1154112	532010		ATTORNEY	2,378.00	U	0.00

Additional Info

Retainage Info

Account History

Contingency Amounts

Open Req	2,500.00	Open PO	2,500.00	Open Req	0.00	%	Requisitions (0)
Expended	122.00	Expended	122.00	Purchase Orders (0)	0.00	%	Performance (0)
Available	2,378.00	Available	2,378.00	Invoices (1)	4.88	%	Terms
Avail w/Contingency	0.00	Avail w/Contingency	2,378.00		95.12	%	

Any Approvals

Approve

Reject

Forward

Hold

Approvers

Amount to be allocated to this GL account.

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

Contract Encumbrances Expenditures  
To appropriate fund balance and expenditures for fiscal year 2022

[illegible]

Fund	1010	...	GEN FD	Acct	1010-41-4160-0000-0000-000-5-532017-		<input type="checkbox"/> Account Notes
Org	1154160	...	IS EXPENSE	Acct name	CONSULTING SERVICES		
Object	532017	...	CONSULTING	Type	Expense	Status	Active
Project	...	<input type="checkbox"/>		Rollup	...		
				Sub-Rollup	...		

☐ MultiYr Fund

4 YEAR COMPARISON      GAAP W/CARRY FORWARD      HISTORY      4 YEAR GRAPH      HISTORY GRAPH

	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023
/Per 2022/13				
Original Budget	175,000.00	.00	.00	40,000.00
Transfers In	.00	.00	.00	.00
Transfers Out	-94,827.50	.00	.00	.00
Revised Budget	80,172.50	.00	.00	40,000.00
Actual (Memo)	12,692.50	.00	.00	.00
Encumbrances	67,480.00	.00	.00	.00
Acquisitions	.00			
Available	.00	.00	.00	40,000.00
Percent used	100.00	.00	.00	.00



Contract \* 22358 Enumbered Accounts None To Be Rolled Hold Payments Require PO for Payment Status POSTED

Contract \* 14432 TYLER TECHNOLOGIES INC. Original Change Order NONE Entered by WingleTE Entered 01/21/2022 Modified 08/11/2022 Printed

Contract \* 14432 TYLER TECHNOLOGIES INC. Customer Address

Line	Year T	Project String	Org	Object	Project	Description	Amount	PA Bud	GL Bud	Original
1	2022		1154160	532017		CONSULTING SERVICES	67,480.00		U	67,480.00

Additional Info Retainage Info Account History Contingency Amounts

Original	67,480.00	Open Req	0.00	0.00	%	Requisitions (0)
Adjusted amt	67,480.00	Open PO	0.00	0.00	%	Purchase Orders (0)
Unb balance	0.00	Expended	0.00	0.00	%	Invoices (0)
Contingency balance	67,480.00	Available	67,480.00	100.00	%	
	0.00	Avail w/Contingency	67,480.00			

Additional Information

Milestones (0)  
Performance (0)  
Terms

Workflow My Approvals Approve Reject Forward Hold Approvers

1

Journal of Management Education 35(1)

Account Notes

☐ MultiYr Fund

## ИСТОРИЯ СВАДЬИ

Fig. 1

	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023
32,400.00	2,000.00	3,100.00	.00
4,470.00	54,280.00	1,365.00	.00
.00	-7,675.00	.00	.00
36,870.00	48,605.00	4,465.00	.00
32,639.09	38,033.93	3,051.70	.00
1,515.50	.00	.00	.00
.00			.00
2,715.41	10,571.07	1,413.30	.00
92.64	78.25	20.35	



Contract \* 22405 +1  
Method \* Encumbered Accounts  
e Items \* None  
Customer \* 10248 PUTNAM'S CARPET SALES INC  
Address 0 ...

☒ To Be Rolled  
☐ Hold Payments  
☐ Require PO for Payment

Standing >> ☐ Original ☐ Change Order

Status POSTED NONE

Audit Entered by HobbsJH  
Entered 02/23/2022  
Modified 08/11/2022 1 Print

Line	Year	T	Project String	Org	Object	Project	Description	Amount	PA Bud	GL Bud	Original
1	2022			1154134	576030		F/A-FURN & EQUIPMENT	1,515.50		U	1,515.50

Additional Info Retainage Info Account History Contingency Amounts

Original	1,515.50	Open Req	0.00	0.00	%	Requisitions (0)
Adjusted	1,515.50	Open PO	0.00	0.00	%	Purchase Orders (0)
Updated amt	0.00	Expended	0.00	0.00	%	Invoices (0)
Unb balance	1,515.50	Available	1,515.50	100.00	%	
Contingency balance	0.00	Avail w/Contingency	1,515.50			

Additional Information  
Milestones (0)  
Performance (0)  
☐ Terms

My Approvals Approve Reject Forward Hold Approvers

P	U
Project Strings	User Defined Fields

P	U
Project	User Defined
Strings	Fields

Project	User Defined Fields
Strings	

Project	User Defined Fields
Strings	

Contract: 22460  
Encumbered Accounts: None  
Customer: PUTNAM'S CARPET SALES INC  
Address: 10248 ...  
Status: To Be Rolled  
Hold Payments: ☐  
Require PO for Payment: ☐  
Standing: ☒ Original ☐ Change Order  
Audit: Entered by: HobbsJH  
Entered: 03/29/2022  
Modified: 08/11/2022  
Printed: ☐

Line	Year	T	Project	String	Org	Object	Project	Description	Amount	PA Bud	GL Bud	Original
1	2022				1156230	576030		F/A-FURN & EQUIPMENT	3,769.00		U	3,769.00

Additional Info	Retainage Info	Account History	Contingency Amounts	Additional Information
Original	3,769.00	Open Req	0.00	Milestones (0)
Released	3,769.00	Open PO	0.00	Purchase Orders (0)
Unreleased amt	0.00	Expended	0.00	Invoices (0)
Unreleased balance	3,769.00	Available	100.00	
Contingency balance	0.00	Avail w/Contingency	3,769.00	

My Approvals Approve Reject Forward Hold Approvers

Account

Fund	1010	...	GEN FD	Acct	1010-41-4134-4134-0000-0000-000-5-5730-00-		<input type="checkbox"/> Account Notes
Org	1154134	...	FACMGT EXP	Acct name	C/A - BUILDINGS		
Object	573000	...	C/A-BLDG	Type	Expense	Status	Active
		...		Rollup	...		
		<input type="checkbox"/>		Sub-Rollup	...		

☐ MultiYr Fund

4 YEAR COMPARISON

GAAP W/CARRY FORWARD

HISTORY

4 YEAR GRAPH

HISTORY GRAPH

	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023
/Per 2022/13				
Original Budget	83,000.00	.00	450,000.00	750,000.00
Answers In	750,000.00	.00	.00	.00
Answers Out	-6,500.00	.00	-100,000.00	.00
Revised Budget	826,500.00	.00	350,000.00	750,000.00
Actual (Memo)	33,168.50	.00	322,856.00	.00
Encumbrances	36,500.00	.00	.00	.00
Acquisitions	.00			.00
Available	756,831.50	.00	27,144.00	750,000.00
Percent used	8.43	.00	92.24	.00



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Agriculture Livestock Revenue	R	1144955-449006	490	
Agriculture Livestock Expense	E	1154955-583082	490	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: ✓ _____ Disapproved: _____ Amended: _____ Date: 8/17/22		Approved: _____ Disapproved: _____ Amended: _____ Date: _____	Budget Revision # 02-479 Date Posted: _____ Group Number: _____ Posted by: _____	
Signature: [Handwritten Signature]		Signature:	Approved by: _____	



# Account Inquiry [Rowan County]

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Schedule

Attach

Detail

Months

Se

Account

Fund

1010

GEN FD

...

Org

1144955

CE-OT REV

...

Object

449006

LIVESTOCK

...

Project

...

...

Acct

1010-48-4850-4950-0000-000-4-449006-

Account

Acct name

AGRICULTURE LIVESTOCK REVENUE

Type

Revenue

▼

▼

Rollup

...

▼

Sub-Rollup

...

▼

Status

Active

▼

MultiYr Fund

☐

## 4 YEAR COMPARISON HISTORY 4 YEAR GRAPH HISTORY GRAPH

Yr/Per 2022/13	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023
Original Budget	.00	.00	-1,000.00	.00
Transfers In	.00	-11,774.00	.00	.00
Transfers Out	.00	.00	800.00	.00
Revised Budget	.00	-11,774.00	-200.00	.00
Actual (Memo)	-2,366.09	-12,397.11	-887.62	-490.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	2,366.09	623.11	687.62	490.00
Percent used	.00	105.29	443.81	.00

Display detail information for current account.



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

# Account Inquiry [Rowan County]

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Detail

Months

Account

Fund1010

Org1144955

Object449005

Project

GEN FD

CE-OT REV

FOOD REV

Acct

Acct name

Type

Rollup

Sub-Rollup

1010-48-4850-4950-4955-0000-000-4-449005-

LOCAL FOOD REVENUE

Revenue

...

...

...

Status

Active

Account I

MultiYr Fund

## 4 YEAR COMPARISON HISTORY 4 YEAR GRAPH HISTORY GRAPH

Yr/Per 2022/13	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023
Original Budget	.00	.00	.00	.00
Transfers In	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	.00	.00	.00	.00
Actual (Memo)	-482.57	-122.43	-660.87	-280.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	482.57	122.43	660.87	280.00
Percent used	.00	.00	.00	.00

# Account Inquiry [Rowan County]

L

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Search

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Excel

Word

Email

Schedule

Attach

Detail

Months

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Account

Fund1010

Org1144955

Object453089

Project

GEN FD

CE-OT REV

ABC DIST

Acct

Acct name

Acct Type

Rollup

Sub-Rollup

1010-48-4850-4955-0000-000-4-453089-

FAMILY CONSUMER SCIENCE

Revenue

Status

Active

MultiYr Fund

## 4 YEAR COMPARISON HISTORY 4 YEAR GRAPH HISTORY GRAPH

Yr/Per 2022/13	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023
Original Budget	.00	.00	-2,000.00	.00
Transfers In	.00	.00	.00	.00
Transfers Out	.00	.00	1,000.00	.00
Revised Budget	.00	.00	-1,000.00	.00
Actual (Memo)	-1,956.00	-730.00	-1,935.87	-200.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	1,956.00	730.00	935.87	200.00
Percent used	.00	.00	193.59	.00



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

We are carrying forward the amount from FY22 to allow for coverage of FY23 expenses

[illegible]

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

Contract Encumbrances Expenditures  
To appropriate fund balance and expenditures for fiscal year 2022

[illegible]



Search



Browse



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Display



PDF



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Excel



Word



Email



Schedule



Attach



Reminder



Alert



Comments



Hold



Release



Output/Post



Mass Create



Activate



Close



Contract



Open



Audit

22221

Encumbered Accounts

None

20876

...

...

...

GARY PINER

0

Standing

>>

Original

Change Order

Status

POSTED

CREATED

Audit

Entered by

HouckNC

Entered

09/24/2021

Modified

09/24/2021

Contract

Liens

Projects

Activity

Audits

Open

Contract

Printed

TAINAGE

USER DEFINED

ACCOUNTS

SUBCONTRACTORS

INSURANCE

BONDS

Org

1154141

Object

533000

Project

OTHER PROFESSIONAL SERVICES

Description

Amount

PA Bud

665,000.00

GL Bud

U

Original

665,000.00

Amount

PA Bud

665,000.00

GL Bud

U

Original

665,000.00

Amount

PA Bud

665,000.00

GL Bud

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665,000.00

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Amount

PA Bud

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GL Bud

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Amount

PA Bud

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GL Bud

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Original

665,000.00

Amount

PA Bud

665,000.00

GL Bud

U

Original

665,000.00

Additional Information

Milestones (0)

Performance (0)

Terms

Requisitions (0)

Purchase Orders (0)

Invoices (0)

Open Req

Open PO

Expended

Available

Avail w/Contingency

0.00

0.00

342,000.00

323,000.00

323,000.00

0.00

0.00

51.43

48.57

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Approve

Reject

Forward

Hold

Approve

Reject

Forward

Hold

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Search

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Output

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Display

PDF

Save

Excel

Word

Email

Schedule

Attach

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Detail

Months

Seg Find

Totals

Project Strings

User Defined Fields

1010

1154141

533000

...

...

...

GEN FD

REVAL

OT PROF SE

Acct

Acct name

Type

Rollup

Sub-Rollup

1010-41-4141-4140-0000-000-5-533-000-

OTHER PROFESSIONAL SERVICES

Expense

...

...

MultiYr Fund

Status

Active

Account Notes

COMPARISON		GAAP W/CARRY FORWARD	HISTORY	4 YEAR GRAPH	HISTORY GRAPH
12/13					
udget		Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023
n		400,000.00	100,000.00	175,000.00	515,750.00
Out		265,000.00	.00	40,000.00	.00
udget		.00	.00	-30,000.00	.00
emo)		665,000.00	100,000.00	185,000.00	515,750.00
nces		342,000.00	50.00	5,341.60	.00
ns		323,000.00	.00	.00	323,000.00
ed		.00	99,950.00	179,658.40	.00
		100.00	.05	2.89	192,750.00
					62.63



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

Carryforward PO 717 - Sheriff's Office - Dana Safety Supply

[illegible]

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- Project Strings
- User Defined Fields

Account

Fund	1010	...	GEN FD	Acct	1010-42-4244-4400-4410-4419-000-5-576900-		<input type="checkbox"/> Account Notes
Org	1154419	...	OT SO EXP	Acct name	F/A-OTHER		
Object	576900	...	F/A-OTHER	Type	Expense		
				Rollup	...		
				Sub-Rollup	...		

☐ MultiYr Fund

4 YEAR COMPARISON    GAAP W/CARRY FORWARD    HISTORY    4 YEAR GRAPH    HISTORY GRAPH

	Fiscal Year 2022			Fiscal Year 2021			Fiscal Year 2020			Fiscal Year 2023		
/Per 2022/13												
Original Budget			.00			.00			.00			.00
Transfers In			23,499.00			10,000.00			.00			.00
Transfers Out			.00			.00			.00			.00
Revised Budget			23,499.00			10,000.00			.00			.00
Actual (Memo)			4,680.00			3,999.99			.00			.00
Encumbrances			17,407.36			.00			.00			.00
Acquisitions			.00						.00			.00
Available			1,411.64			6,000.01			.00			.00
Percent used			93.99			40.00			.00			.00



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- Attach
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- Project
- Detail Find
- Audits
- Activity
- Approvals
- Line D

MAIN TERMS/MISCELLANEOUS

Purchase Order Details

apt/Loc	4400	SHERIFF'S OFFICE	Buyer	James M. Howden
- effective date	04/11/2022			
iscal year	2022	Period	10	
umber	22000717			
eneral commodity				
eneral description	Push Bumpers/Install for 2022 Durangos			

☐ Notes

☐ Receiving

☐ Invoices

Vendor Details

Vendor	12881	Committed	
Name	DANA SAFETY SUPPLY, INC.		
PO mailing	0		
	PO BOX 117297		

ATLANTA	GA	30368-7297
---------	----	------------

Delivery method

☒ Print

☐ Fax

☐ E-Mail

☐ E-Procurement

Limit	1
-------	---

<input type="checkbox"/> Project accounts applied		
Receive By	<input type="radio"/> Quantity	<input type="radio"/> Amount
Approved	<input checked="" type="radio"/> Approved	

<input type="radio"/> Original
<input type="radio"/> Change Order

Entered
Needed By
Expire
Last Changed

Shipping Details

Ship to

4400	ROWAN COUNTY SHERIFFS OFFICE
	232 NORTH MAIN STREET
SALISBURY	
angela.estep@rowancountync.gov	NC

Email

Reference

☐ Deliver To

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	17,407.36	0.00	17,407.36	1154419-576900

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]





Account

1010 GEN FD ... REVAL ... OT PROF SE ...  
1154141 ...  
533000 ...  
1010-41-4141-4140-000-5-533-000- OTHER PROFESSIONAL SERVICES  
Expense ... Status Active  
Sub-Rollup ...  
MultiYr Fund

Account Notes

1 YEAR COMPARISON GAAP W/CARRY FORWARD HISTORY 4 YEAR GRAPH HISTORY GRAPH

	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023
Original Budget	400,000.00	100,000.00	175,000.00	515,750.00
Transfers In	265,000.00	.00	40,000.00	.00
Transfers Out	.00	.00	-30,000.00	.00
Revised Budget	665,000.00	100,000.00	185,000.00	515,750.00
Actual (Memo)	342,000.00	50.00	5,341.60	.00
Commemorations	323,000.00	.00	.00	323,000.00
Acquisitions	.00			.00
Available	.00	99,950.00	179,658.40	192,750.00
Percent used	100.00	.05	2.89	62.63

# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2022 for the Sheriff's Office. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis

Date: 08/12/22

BUDGET INFORMATION:

Reviewed by: \_\_\_\_\_

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Fund Balance Appropriated - Restricted	R	1144410-495010	15,708	
Calendar	E	1154410-582015	68	
Meetings/Training Food	E	1154410-582009	15,276	
Special Projects: Explorer Expenditures	E	1154410-582032	364	
Fund Balance Appropriated - Restricted	R	1144412-495010	9,133	
Alcoa: R&M Boats	E	1154412-543012	4,566	
Alcoa: Other Small Equipment	E	1154412-561095	4,567	
Fund Balance Appropriated - Restricted	R	1144416-495010	115,042	
Tech Service - Serv & Maint	E	1154416-534030	30,000	
Telephone	E	1154416-553005	5,042	
Travel - State	E	11544165-558065	10,000	
Training - State	E	11544165-559050	10,000	
Supplies: Other - State	E	1154416-561910	15,000	
C/A: Asset Forfeiture - State	E	11544165-575085	10,000	
Weapons - State	E	11544165-561098	6,000	
F/A: Asset Forfeiture - State	E	11544165-576005	10,000	
Asset Forfeiture - State	E	11544165-582019	19,000	
Fund Balance Appropriated - Restricted	R	1144416-495010	115,546	
R&M - Vehicles - Federal	E	1154416-543020	7,500	
Other Small Equipment - Federal	E	1154416-561095	15,000	
Travel - Federal	E	11544162-558026	8,046	
Training - Federal	E	11544162-559026	6,000	
Weapons - Federal	E	11544162-561099	5,000	
C/A: Asset Forfeiture - Federal	E	11544162-575005	55,000	
F/A: Asset Forfeiture - Federal	E	11544162-576006	2,000	
Drug Education - Federal	E	11544162-582013	2,000	
Asset Forfeiture - Federal	E	11544162-582018	15,000	
Fund Balance Appropriated - Restricted	R	1144419-495010	117,556	
Special Projects: Katrina	E	1154419-582024	20,385	
NCDPS	E	1154419-585015	84,269	
SCAAP Other Small Equipment	E	1154419-561095	12,902	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: 	Approved: _____	Budget Revision # <u>02-485</u>
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: <u>8/17/22</u>	Date: _____	Posted by: _____
Signature: 	Signature: _____	Approved by: _____



ROWAN COUNTY  
SHERIFF'S OFFICE - RESERVES  
For Fiscal Year Ended June 30, 2022

Areas of Reserve	Beginning Balance	Revenue Acct Number	Add: YTD Revenues	Expense Acct Number	Less: YTD Expenses	Ending Balance	Original Budget FY 2023	BA #1	Remainder to Budget
Sale of Thompson Machine Gun	\$ 0.42	1144410-492030-44101	\$ -	1154410-561095/576900-44101	-	0.42	-	-	-
Calendar Contributions	3,070.31	1144410-442002	6,000.00	1154410-582015	(9,001.94)	68.37	6,000	68	0.37
GREAT	978.45	1144410-442004	525.00	1154410-583017	(3,866.22)	(2,362.77)	-	-	-
Public Safety Donations	25,809.26	1144410-464002	-	1154410-582009	(9,533.12)	16,276.14	1,000	15,276	0.14
Public Safety Donations	2,454.66	11444106-464002 Shop w/ Cop	-	1154410-583089	(4,800.00)	(2,345.34)	-	-	-
Explorer Program	364.80	11444106-464003	-	1154410-583032	-	364.80	-	364	0.80
Alcoa Grant	27,295.86	1144412-442007	15,000.00	1154412's	(9,162.63)	33,133.23	24,000	9,133	0.23
<b>Total Other Contributions</b>	<b>59,973.76</b>		<b>21,525.00</b>		<b>(36,363.91)</b>	<b>45,134.85</b>	<b>31,000</b>	<b>24,841</b>	<b>1.54</b>
State Asset Forfeiture	131,626.93	11444165-435033	67,411.38	1154416-534030	(6,117.28)		2,000	30,000	
				1154416-553005	(8,599.91)		5,000	5,042	
				11544165-558065	(2,180.91)		4,500	10,000	
				11544165-559050	(3,850.00)		4,500	10,000	
				1154416-561910	(8,469.54)		8,000	15,000	
				11544165-561098	(222.00)		5,000	6,000	
				11544165-575085	(4,378.28)		-	10,000	
				11544165-576005	-		-	10,000	
				11544165-582019	(15,177.61)	150,042.78	6,000	19,000	
Federal Asset Forfeiture	98,548.09	11444162-432003	-	1154416-543020	-		35,000	115,042	0.78
(includes interest revenue)	-	1144416-461000	1,090.02	11544162-558026	-		-	7,500	
Sale of Property	-	1144416-492030	5,600.00	11544162-559026	-		-	8,046	
Insurance Proceeds	-	11444162-489030	15,308.00	1154416-561095	-		2,500	6,000	
(showed as revenue in 2018 but not as an expense to use)				11544162-561099	-		-	15,000	
				11544162-575005	-		-	5,000	
				11544162-576006	-		-	55,000	
				11544162-582013	-		2,500	2,000	
				11544162-582018	-		-	2,000	
					-	120,546.11	5,000	115,546	0.11
<b>Total Asset Forfeiture Funds</b>	<b>230,175.02</b>		<b>89,409.40</b>		<b>(48,995.53)</b>	<b>270,588.89</b>	<b>40,000</b>	<b>230,588</b>	<b>0.89</b>
Justice Assistance Grant	-	1144417-431018	13,207.54	1154417-575000/576900	(16,819.47)	(3,611.93)	-	-	(3,611.93)
Governor's Crime Commission	-	1144419-431000	4,680.00	1154419-576900/561095	(4,680.00)	-	-	-	-
Katrina Funds	20,385.90		-	1154419-582024	-	20,385.90	-	20,385	0.90
NCDPS	-	1144419-434023	84,269.66	1154419-585015	-	84,269.66	-	84,269	0.66
SCAAP	15,316.69	1144419-431021	-	1154419-other	(2,414.11)	12,902.58	-	12,902	0.58
<b>Total Other Grants</b>	<b>35,702.59</b>		<b>102,157.20</b>		<b>(23,913.58)</b>	<b>113,946.21</b>	-	<b>117,556</b>	<b>(3,609.79)</b>
	<b>\$ 325,851.37</b>		<b>\$ 213,091.60</b>		<b>\$ (109,273.02)</b>	<b>\$ 429,669.95</b>			

## ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2022 for DSS. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis

Date: 08/19/22

BUDGET INFORMATION:

Reviewed: \_\_\_\_\_

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Fund Balance Restricted	R	33018-5311-495010-000	200	
Adult Protective Services	E	33018-000-583007-000	200	
Fund Balance Restricted	R	33018-5312-495010-000	1,803,545	
One Church One Child	E	33018-000-583002-000	68,782	
Foster Child Reinvestment Fund	E	33018-000-583000-000	1,734,763	
Fund Balance Restricted	R	33018-5314-495010-000	1,485	
Donations - Income Maintenance	E	33018-000-583088-000	1,485	
Fund Balance Restricted	R	33018-5353-495010-000	152,095	
Special Child Adoption Funds	E	33018-000-582000-000	152,095	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: ✓		Approved:	Budget Revision #	02-490
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 8/19/2022		Date:	Posted by:	
Signature: Anna R.		Signature:	Approved by:	

ROWAN COUNTY  
DEPARTMENT OF SOCIAL SERVICES - RESERVES  
For Fiscal Year Ended June 30, 2022

Areas of Reserve	Beginning Balance	Revenue Acct Number	Add: YTD Revenues	Expense Acct Number	Less: YTD Expenses	Ending Balance	Less: Original Budget	Reserve BA
Adult Protective Services	\$ 100.00	33018-5311-464014-000	\$ 100.00	33018-000-583007-000	\$ -	\$ 200.00	\$ -	\$ 200.00
1 Church 1 Child	65,119.79	33018-5312-464012-000	47,581.79	33018-000-583002-000	(33,919.46)	78,782.12	(10,000.00)	68,782.12
Income Maintenance	1,334.94	33018-5314-464017-000	150.00	33018-000-583088-000	-	1,484.94	-	1,484.94
Foster Child Reinvestment Fund	995,844.11	33018-5312-431200-000	991,985.59	33018-000-583000-000	(223,066.36)	1,764,763.34	(30,000.00)	1,734,763.34
Special Child Adoption	191,996.12	33018-5312-434056-000	34,818.02	33018-000-582000-000	(54,719.50)	172,094.64	(20,000.00)	152,094.64
	\$ 1,254,394.96	11453533-434056	\$ 1,074,635.40		\$ (311,705.32)	\$ 2,017,325.04	\$ (60,000.00)	\$ 1,957,325.04

[illegible]

[illegible]



# ROWAN COUNTY SHERIFF'S OFFICE

## KEVIN L. AUTEN, SHERIFF

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

### MEMORANDUM

TO: Aaron Church, County Manager  
FROM: Sheriff Kevin Auten  
REF: FY2019 Local Justice Assistance Grant  
DATE: August 8, 2019

The Rowan County Sheriff's Office has been notified that it is eligible to receive \$11,428 in funds through the Edward Byrne Memorial Justice Assistance Grant. This grant is a yearly grant from the Department of Justice. The grant amount is determined by a formula based on Part I violent crimes as reported to the FBI's Uniform Crime Reports.

As in the past number of years, the Rowan County Sheriff's Office was designated to be a disparate jurisdiction with the Salisbury City Police Department because Rowan County bears more than 50 percent of the costs of prosecution or incarceration that arises for the Part I crimes that have occurred in Salisbury's jurisdiction. Since the Salisbury Police Department is designated to receive \$24,296, which is more than one and one-half times more than the Sheriff's Office amount, we have been designated as disparate.

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

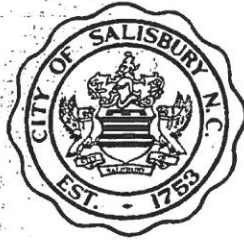
- 1.) A total of 7 Powerheart G5 AED with iCPR Fully Auto Dual Language which are \$1,645 each. The total cost of the 7 AED devices (Automated External Defibrillator) would be \$11,515. The additional funds needed (\$87) will come from our regular RCSO budget. These devices would be issued to Deputies in the patrol division to be used in the event of a cardiac distress event of a fellow employee, or by any citizen throughout Rowan County. These devices would provide life saving abilities that Deputies could utilize in the crucial first minutes of a cardiac event, prior to the arrival of an EMS unit.

This memorandum is to request that this matter be placed on the consent agenda for approval, so that Salisbury Police Department can prepare a Memorandum of Understanding which will be submitted, as required to receive the grant, to the Bureau of Justice Assistance.

cc: Chief Deputy David Ramsey  
Captain J. C. Sifford  
Captain S. A. Towne  
Captain T. L. Wyrick  
Leslie Heidrick, Finance Director

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





GMS APPLICATION NUMBER 2019-H4108-NC-DJ

THE STATE OF NORTH CAROLINA

COUNTY OF ROWAN

**INTERLOCAL AGREEMENT**  
BETWEEN  
**THE CITY OF SALISBURY, NORTH CAROLINA,**  
AND  
**ROWAN COUNTY, NORTH CAROLINA**

**2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement (the "Agreement") is made and entered into this 6 day of February, 2020, by and between the City of Salisbury, a North Carolina municipal corporation (the "City") and the County of Rowan, a North Carolina body politic and corporate (the "County") (collectively, the "Parties").

For and in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Acknowledgments.

- a. This Agreement is made under the authority of Article 20 of Chapter 160A of the North Carolina General Statutes.
- b. The City has received a JAG Award in the amount of \$24,296.00. The City desires to share a portion of that funding with the County for the purpose of providing additional personnel, equipment, supplies, contractual support, training, technical assistance, and informational systems for criminal justice, or for any other purpose allowed by the terms of the JAG Award.
- c. The Parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to each Party.
- d. The Parties find that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.
- e. The City agrees to pay the County \$11,428.00 from the JAG Award for the Grant Program.
- f. The Parties find that it is in their best interests to reallocate the JAG funds as outlined herein.

2. Term and termination. The term of this Agreement shall begin on the date of execution and shall terminate without further action by either Party on September 22, 2022.

3. Payment. The City agrees to pay to the County the sum of Eleven Thousand Four Hundred Twenty Eight and 0/100 Dollars (\$11,428.00) from the City's portion of the JAG funds (the "County Award").


4. Use of funds. The County agrees to use County Award for those purposes outlined in Section 1.a. of this Agreement until the termination of this Agreement.



5. Liability. This Agreement shall not create liability for either Party based on the County's use of the Grant funds. Each Party shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the payment of grant funds pursuant to this Agreement.
6. No third party rights. The Agreement shall not create any rights for any individual or entity that is not a party to this Agreement.
7. Monitoring and Auditing. The Parties shall cooperate with one another, or with any other person or agency as directed by the other Party, in monitoring, auditing, or investigating activities related to this Agreement. The County shall permit the City to evaluate all activities conducted under this Agreement as dictated by the City. The Parties shall provide auditors retained by either Party with access to any records and files related to the provision of services under this Agreement.
8. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of the City.
9. Amendments in writing. This Agreement may be amended only in writing and signed by both parties.
10. Governing law. North Carolina law will govern the interpretation and construction of the Agreement.
11. Entire agreement. This Agreement, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Agreement, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. To the extent there may be any conflict between the four corners of this Agreement and other documents incorporated by reference herein, the terms of this Agreement will control.
12. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
13. Counterparts and execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."
14. Authority to Enter Agreement. The person(s) executing this Agreement on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

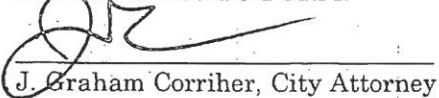
**CITY OF SALISBURY**

  
W. Lane Bailey, City Manager

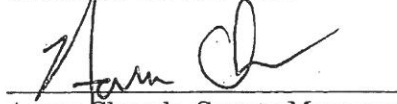
ATTEST:

  
Tiffany Crook, Deputy City Clerk

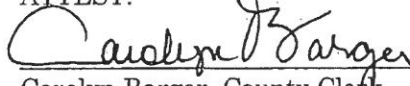
APPROVED AS TO FORM:

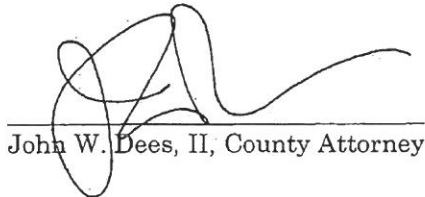
  
J. Graham Corriher, City Attorney

**COUNTY OF ROWAN**

  
Aaron Church, County Manager

ATTEST:

  
Carolyn Barger, County Clerk

  
John W. Dees, II, County Attorney



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

CONTRACT 22538 ENCUMBRANCE CARRY-OVER  
Landfill Fund encumbrances

[illegible]



Contract \* 22538 ☐ To Be Rolled ☒ Hold Payments ☐ Require PO for Payment ☐ Original ☐ POSTED ☐ Status

Method \* Encumbered Accounts    
 Vendor \* 20044 ... CARTOGRAPHIC AERIAL MAPPING INC   
 Address \* 0 ...   
 Standing ☐ Change Order ☐ NONE ☐

MAIN RETAINAGE USER DEFINED ACCOUNTS SUBCONTRACTORS INSURANCE BONDS   
 Main Information

P/Loc \* 4705 ... ENVIRONMENTAL MANAGEMENT ☐   
 Acquisition Year/Number /   
 Description Aerial Photography & Topo mapping @ LF ☐   
 Project 2022 Period 11   
 Type General   
 New code MOU   
 New complete as of   
 Administrator Notification Percentage 0.00   
 Workflow

Original	7,875.00	0.00	%	Requisitions (0)	0.00	%	Milestones (0)
Revised	7,875.00	0.00	%	Purchase Orders (0)	0.00	%	Performance (0)
Unbudgeted amt	0.00	0.00	%	Invoices (0)	0.00	%	Terms <input type="checkbox"/>
Unbudgeted balance	7,875.00	100.00	%				
Contingency balance	0.00	7,875.00					

My Approvals Approve Reject Forward Hold Approvers

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

**BUDGET INFORMATION:**

[illegible]





- Back
- Search
- Browse
- Add
- Print
- Display
- PDF
- Save
- Excel
- Word
- Email
- Schedule
- Attach
- Reminder
- Comments
- Release
- Out-of-Post
- Mass Create
- Activate
- Activity
- Projects
- Copy

Contract # 22516

Method # None

Encumbered Accounts None

Customer # 14548

Address 0 ...

PERFORMANCE CABLING TECHNOLOGIES

0 ...

To Be Rolled

Hold Payments

Require PD for Payment

Standing

Original

Change Order

Status

POSTED

NONE

Audit

Entered by Winglete

Entered 04/28/2022

Modified 04/28/2022

Printed

MAIN RETAINAGE USER DEFINED ACCOUNTS SUBCONTRACTORS INSURANCE BONDS

Information

4160 ... INFORMATION SYSTEMS

1 /

Fiber Relocation for Dan Nicholas Park

2022 Period 10

Professional Svc

6

0.00 as of

Tom E. Wingler

Notification Percentage 0.00

Dates

Estimated start 04/29/2022

Estimated completion

Bid awarded

BOC Approved

Initial expiration

Renewal action

Extended through

Days

Original 0

Modified 0

Revised 0

Original	4,996.82	Open Req	0.00	0.00 %	Requests (0)	Additional Information
Revised	4,996.82	Open PO	0.00	0.00 %	Purchase Orders (0)	Milestones (0)
Updated amt	0.00	Expended	0.00	0.00 %	Invoices (0)	Performance (0)
Current balance	4,996.82	Available	4,996.82	100.00 %		<input type="checkbox"/> Terms
Contingency balance	0.00	Avail w/Contingency	4,996.82			

Workflow My Approvals Approve Reject Forward Hold Approvers





- Back
- Search
- Browse
- Output
- Print
- Display
- PDF
- Save
- Excel
- Word
- Email
- Schedule
- Attach
- Detail
- Months
- Seg Find
- Totals
- Project Strings
- User Defined Fields

Account: 1010  
Fund: GEN FD  
Object: 1154505  
Project: 532017  
CONSULTING

Acct: 1010-48-4800-4805-0000-0000-000-5-532017-  
Acct name: CONSULTING SERVICES  
Type: Expense  
Rollup: ...  
Sub-Rollup: ...  
Status: Active  
Account Notes: ☐

☐ MultiYr Fund

4 YEAR COMPARISON GAAP w/CARRY FORWARD HISTORY 4 YEAR GRAPH HISTORY GRAPH

/Per 2022/13	Fiscal Year 2022				Fiscal Year 2021				Fiscal Year 2020				Fiscal Year 2023			
	Original Budget	Transfers In	Transfers Out	Revised Budget	Original Budget	Transfers In	Transfers Out	Revised Budget	Original Budget	Transfers In	Transfers Out	Revised Budget	Original Budget	Transfers In	Transfers Out	Revised Budget
Actual (Memo)																
Encumbrances																
Acquisitions																
Available																
Percent used																
	60,000.00				.00				.00				100,000.00			
	38,800.00				.00				.00				.00			
	.00				.00				.00				.00			
	98,800.00				.00				.00				100,000.00			
	70,639.34				.00				.00				20,000.00			
	28,123.00				.00				.00				40,000.00			
	.00				.00				.00				.00			
	37.66				.00				.00				40,000.00			
	99.96				.00				.00				60.00			

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[Comments](#)
[Release](#)
[Comp./Post](#)
[Mass Create](#)
[Activate](#)
[Audits](#)
[Activity](#)
[Projects](#)
[Copy](#)

**Contract** 22508  
**Method** Encumbered Accounts  
**Item** None  
**Vendor** 21262  
**Address** WSP USA INC

**Status** To Be Rolled  
**Hold Payments**  
**Require PO for Payment**

**Standing** Original  
**Change Order** NONE

**Entered by** SaleyPC  
**Entered** 04/28/2022  
**Modified** 04/28/2022

**Printed**

Line	Year	T	Project String	Org	Object	Project	Description	Amount	PA Bud	GL Bud	Original
1	2022			1154805	532017		CONSULTING SERVICES	37,497.34		U	37,497.34

Additional Info	Retainage Info	Account History	Contingency Amounts	Additional Information
315				
Original		37,497.34	Open Req	
Revised		37,497.34	Open PO	
Updated amt		9,374.34	Expended	
Unb balance		28,123.00	Available	
Contingency balance		0.00	Avail w/Contingency	

**My Approvals**
[Approve](#)
[Reject](#)
[Forward](#)
[Hold](#)
[Approves](#)



4134 FACILITIES MANAGEMENT

Flooring Lawyers Lounge

2022 Period 11

General

0.00 as of

Jon H Hobbs

Notification Percentage 0.00

Days

Original

Modified

Revised

0

0

0

05/06/2022

06/30/2022

05/02/2022

05/02/2022

0

Printed

Original	1,815.00	Open Req	0.00	0.00	%	Requisitions (0)
Revised	1,815.00	Open PO	0.00	0.00	%	Purchase Orders (0)
Unbilled amt	0.00	Expended	0.00	0.00	%	Invoices (0)
Unbilled balance	1,815.00	Available	1,815.00	100.00	%	
Contingency balance	0.00	Avail w/Contingency	1,815.00			

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

### Carry-Forward PO Encumbrances

[illegible]

## Purchase Order Change Orders [Rowan County]

A



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Excel



Em.

MAIN TERMS/MISCELLANEOUS

TJ to re-enter

## Purchase Order Details

Dept/Loc 4330 ... EMERGENCY SERVICES ADMIN  
 Fiscal year 2022 Current Next Period 08  
 PO number 22000583  
 General commodity ...  
 General description AEDs

☐ General Notes☐ Receiving☐ Invoices

## Vendor Details

Vendor 21095 ... Committed  
 Name ZOLL MEDICAL CORPORATION  
 PO mailing 0 ...  
 269 MILL ROAD

CHELMSFORD

MA 01824

Delivery method ☒ Print Fax E-Mail

Remit 0 ... ☐

☐ Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	170,234.40	42,558.60	127,675.80	1154330-576030
2	8,925.00	2,231.25	6,693.75	1154330-576030
3	7,806.40	7,806.40	0.00	1154330-576030
4	246.00	0	246.00	1154330-576030

## Totals

Ordered 198,516.80  
 Liquidated 55,422.50  
 open 143,094.30

## Purchase Order Change Orders [Rowan Coun...



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## Purchase Order Details

Dept/Loc 4400 ... SHERIFF'S OFFICE  
 Fiscal year 2022 Current Next Period 02  
 PO number 22000126  
 General commodity ...  
 General description NEW VEHICLE EQUIPMENT

☐ General Notes

☐ Receiving

☐ Invoices

## Vendor Details

Vendor 435 ... Committed  
 Name CAMPBELL BROWN INC  
 PO mailing 0 ...  
 PO BOX 26685

CHARLOTTE

NC

28221

Delivery method ☒ Print Fax E-Mail

Remit 1 ... CAMPBELL BROWN INC

☐ Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	82,422.46	74,862.53	7,559.93	1154410-575036

## Totals

Ordered	82,422.46
Liquidated	74,862.53
Open	7,559.93



## Purchase Order Change Orders [Rowan Coun...



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## Purchase Order Details

Dept/Loc 4400 ... SHERIFF'S OFFICE  
 Fiscal year 2022 Current Next Period 02  
 PO number 22000129  
 General commodity ...  
 General description NEW VEHICLE EQUIPMENT

☐ General Notes

☐ Receiving

☐ Invoices

## Vendor Details

Vendor 435 ... Committed  
 Name CAMPBELL BROWN INC  
 PO mailing 0 ...  
 PO BOX 26685

CHARLOTTE

NC

28221

Delivery method ☒ Print Fax E-Mail

Remit 1 ... ☐ CAMPBELL BROWN INC

☐ Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	23,844.06	19,479.09	4,364.97	1154410-575036

## Totals

Ordered	23,844.06
Liquidated	19,479.09
Open	4,364.97

## Purchase Order Change Orders [Rowan Coun...

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## Purchase Order Details

Dept/Loc 4400 ... SHERIFF'S OFFICE  
 Fiscal year 2022 Current Next Period 06  
 PO number 22000459  
 General commodity ...  
 General description Labor/Install kits for Patrol Vehicles

☐ General Notes
 ☐ Receiving
 ☒ Invoices

## Vendor Details

Vendor 435 ... Committed  
 Name CAMPBELL BROWN INC  
 PO mailing 0 ...  
 PO BOX 26685  
 CHARLOTTE NC 28221

Delivery method ☒ Print ☐ Fax ☐ E-Mail

Remit 1 ... CAMPBELL BROWN INC

☐ Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	18,000.00	11,202.00	6,798.00	1154410-575037
2	2,000.00	1,252.00	748.00	1154410-575036

## Totals

Ordered	20,000.00
Liquidated	12,454.00
Open	7,546.00

## Purchase Order Change Orders [Rowan Coun...



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## Purchase Order Details

Dept/Loc 4400 ... SHERIFF'S OFFICE  
 Fiscal year 2022 Current Next Period 06  
 PO number 22000460  
 General commodity ...  
 General description Labor/Install kits for Warrant Chargers

☐ General Notes

☐ Receiving

☐ Invoices

## Vendor Details

Vendor 435 ... Committed  
 Name CAMPBELL BROWN INC  
 PO mailing 0 ...  
 PO BOX 26685  
 CHARLOTTE NC 28221

Delivery method ☒ Print ☐ Fax ☐ E-Mail

Remit 1 ... CAMPBELL BROWN INC

☐ Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	3,800.00	0.00	3,800.00	1154410-575037
2	500.00	0.00	500.00	1154410-575036

## Totals

Ordered	4,300.00
Liquidated	0.00
Open	4,300.00

## Purchase Order Change Orders [Rowan Coun...

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## Purchase Order Details

Dept/Loc 4400 ... SHERIFF'S OFFICE  
 Fiscal year 2022 Current Next Period 06  
 PO number 22000461  
 General commodity ...  
 General description Install/Labor for CID Durangos



General Notes



Receiving



Invoices

## Vendor Details

Vendor 435 ... Committed  
 Name CAMPBELL BROWN INC  
 PO mailing 0 ...  
 PO BOX 26685  
 CHARLOTTE NC 28221

Delivery method ☒ Print ☐ Fax ☐ E-Mail

Remit 1 ... CAMPBELL BROWN INC



Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	6,600.00	2,200.00	4,400.00	1154410-575037
2	750.00	250.00	500.00	1154410-575036

## Totals

Ordered	7,350.00
Liquidated	2,450.00
Open	4,900.00

## Purchase Order Change Orders [Rowan Coun...



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## Purchase Order Details

Dept/Loc 4400 ... SHERIFF'S OFFICE  
 Fiscal year 2022 Current Next Period 07  
 PO number 22000462  
 General commodity ...  
 General description Labor/Install kits for Admin Vehicles

☐ General Notes
 ☐ Receiving
 ☐ Invoices

## Vendor Details

Vendor 435 ... Committed  
 Name CAMPBELL BROWN INC  
 PO mailing 0 ...  
 PO BOX 26685  
 CHARLOTTE NC 28221

Delivery method ☒ Print ☐ Fax ☐ E-Mail

Remit 1 ... CAMPBELL BROWN INC

☐ Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	1,950.00	0.00	1,950.00	1154410-575037
2	500.00	0.00	500.00	1154410-575036

## Totals

Ordered	2,450.00
Liquidated	0.00
Open	2,450.00

## Purchase Order Change Orders [Rowan Coun...



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## Purchase Order Details

Dept/Loc 4400 ... SHERIFF'S OFFICE  
 Fiscal year 2022 Current Next Period 01  
 PO number 22000096  
 General commodity ...  
 General description New vehicle equipment

☐ General Notes

☐ Receiving

☐ Invoices

## Vendor Details

Vendor 12881 ... Committed  
 Name DANA SAFETY SUPPLY, INC.  
 PO mailing 0 ...  
 PO BOX 117297  
 ATLANTA GA 30368-7297

Delivery method ☒ Print ☐ Fax ☐ E-Mail

Remit 1 ... DANA SAFETY SUPPLY, INC.

☐ Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	10,148.44	0.00	10,148.44	1154410-575036

## Totals

Ordered	10,148.44
Liquidated	0.00
Open	10,148.44

## Purchase Order Change Orders [Rowan Coun...



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## Purchase Order Details

Dept/Loc 4400 ... SHERIFF'S OFFICE  
 Fiscal year 2022 Current Next Period 09  
 PO number 22000650  
 General commodity ...  
 General description 2200 Dodge Charger Patrol Lights/Equipment

☐ General Notes
 ☐ Receiving
 ☐ Invoices

## Vendor Details

Vendor 12881 ... Committed  
 Name DANA SAFETY SUPPLY, INC.  
 PO mailing 0 ...  
 PO BOX 117297  
 ATLANTA GA 30368-7297

Delivery method ☒ Print ☐ Fax ☐ E-Mail

Remit 1 ... DANA SAFETY SUPPLY, INC.

☐ Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	23,223.00	0.00	23,223.00	1154410-575036

## Totals

Ordered	23,223.00
Liquidated	0.00
Open	23,223.00



## Purchase Order Change Orders [Rowan Coun...



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## Purchase Order Details

Dept/Loc 4400 ... SHERIFF'S OFFICE  
 Fiscal year 2022 Current Next Period 09  
 PO number 22000631  
 General commodity ...  
 General description Mobile Radios for RSCO

☐ General Notes
 ☐ Receiving
 ☐ Invoices

## Vendor Details

Vendor 9537 ... Committed  
 Name MOTOROLA  
 PO mailing 0 ...  
 PO BOX 404059  
 ATLANTA GA 30384-4059

Delivery method ☒ Print ☐ Fax ☐ E-Mail

Remit 1 ... MOTOROLA

☐ Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	20,677.00	0.00	20,677.00	1154410-575090

## Totals

Ordered	20,677.00
Liquidated	0.00
Open	20,677.00

## Purchase Order Change Orders [Rowan Coun...



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## Purchase Order Details

Dept/Loc 4400 ... SHERIFF'S OFFICE  
 Fiscal year 2022 Current Next Period 11  
 PO number 22000831  
 General commodity ...  
 General description LICENSE PLATE RECOGNITION CAMERA SOFTWARE

☐ General Notes

☐ Receiving

☐ Invoices

## Vendor Details

Vendor 21293 ... Committed  
 Name INSIGHT PUBLIC SECTOR INC  
 PO mailing 0 ...  
 13755 SUNRISE VALLEY DRIVE  
 STE 750  
 HERNDON VA 20171

Delivery method ☒ Print ☐ Fax ☐ E-Mail

Remit 0 ... ☐

☐ Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	25,000.00	0.00	25,000.00	1154410-576900
2	3,500.00	0.00	3,500.00	1154410-576900

## Totals

Ordered	28,500.00
Liquidated	0.00
Open	28,500.00

## Purchase Order Change Orders [Rowan Coun...



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## Purchase Order Details

Dept/Loc 4500 ... ROWAN AREA TRANSIT  
 Fiscal year 2022 Current Next Period 09  
 PO number 22000683  
 General commodity ...  
 General description Body work on RTS Vehicle #23745

☐ General Notes
 ☐ Receiving
 ☐ Invoices

## Vendor Details

Vendor 11259 ... Committed  
 Name CAROLINA THOMAS, LLC  
 PO mailing 0 ...  
 P O BOX 18209  
 GREENSBORO NC 27419

Delivery method ☒ Print ☐ Fax ☐ E-Mail

Remit 0 ... ☐

☐ Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	2,400.00	0.00	2,400.00	1154529-543020

## Totals

Ordered	2,400.00
Liquidated	0.00
Open	2,400.00

## Purchase Order Change Orders [Rowan Coun...

A



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Excel



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## Purchase Order Details

Dept/Loc 6110 ... LIBRARY MAIN OFFICE  
 Fiscal year 2022 Current Next Period 08  
 PO number 22000588  
 General commodity ...  
 General description WEST CHILDREN'S FURNISHINGS

General Notes

Receiving

Invoices

## Vendor Details

Vendor 20667 ... Committed  
 Name CAROLINA FURNISHING + DESIGN L  
 PO mailing 0 ...  
 315 GRANT ST / PO BOX 348  
 WEST END NC 27376

Delivery method ☒ Print ☐ Fax ☐ E-Mail

Remit 0 ...

Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	12,532.29	0.00	12,532.29	1156115-561095

## Totals

Ordered	12,532.29
Liquidated	0.00
Open	12,532.29

## Line Items

A



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Add



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Upd  
Deliver To

C

Canc PO Line

## Journal Information

Year

Period

Effective Date



Description

## Pricing

	CURRENT	NEW
Quantity	1.00	
Amount	12,532.29000	
GROSS	12,532.29	
Freight		0.00
Discount %	0.00	
Credit		0.00
TOTAL	12,532.29	

## Totals

Liquidated	0.00	Modify
Cancelled	0.00	Restore
Open	12,532.29	

Seq	Org	Obj	Proj	Description	Amount	GL Buc
1	1156115	561095		OTHER SMALL EQMT	4,670.40	U
2	1156115	576030		F/A-FURN&EQUIP	7,861.89	U

## Purchase Order Change Orders [Rowan Coun...

A



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Excel



Em.

## Purchase Order Details

Dept/Loc 4160 ... INFORMATION SYSTEMS  
 Fiscal year 2022 Current Next Period 01  
 PO number 22000066  
 General commodity ...  
 General description Performance Cabling Tech- AS proposal11679-0

General Notes

Receiving

Invoices

## Vendor Details

Vendor 14548 ... Committed  
 Name PERFORMANCE CABLING TECHNOLOGI  
 PO mailing 0 ...  
 PO BOX 757  
 ASHEBORO NC 27204

Delivery method ☒ Print ☐ Fax ☐ E-Mail

Remit 1 ... PERFORMANCE CABLING TECHN

Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	2,010.75	0.00	2,010.75	1156430-576030

## Totals

Ordered	2,010.75
Liquidated	0.00
Open	2,010.75

## Purchase Order Change Orders [Rowan Coun...



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Excel



Em...

## Purchase Order Details

Dept/Loc 4160 ... INFORMATION SYSTEMS  
 Fiscal year 2022 Current Next Period 04  
 PO number 22000313  
 General commodity ...  
 General description Insight Low Voltage-Install Cabling for AS

☐ General Notes

☐ Receiving

☐ Invoices

## Vendor Details

Vendor 20895 ... ☐ Committed  
 Name INSIGHT LOW VOLTAGE INC  
 PO mailing 0 ...  
 5203 WINTON STREET  
 KANNAPOLIS NC 28081

Delivery method ☒ Print ☐ Fax ☐ E-Mail

Remit 0 ... ☐

☐ Vendor/Sourcing Notes

## Line Items

Line	Ordered Amount	Liquidated	Balance	1st GL Account
1	1,820.00	243.85	1,576.15	1156430-576030
2	126.84	16.99	109.85	1156430-576030
3	17.92	2.40	15.52	1156430-576030
4	26.56	3.56	23.00	1156430-576030

## Totals

Ordered 4,812.06  
 Liquidated 644.70  
 Open 4,167.36



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

BA 01-491

BUDGET INFORMATION:

[illegible]

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- Detail
- Journal
- Approvals

1156110

Object

575090

Project

Account

Account Description

1010-61-6100-6110-0000-000-5-575090-

C/A - FURN&EQUIP

YR/Per	Journal	▼ Eff Dt	Src	Ref1	Proj	PO/Ref2	Ref3	Ref4	Amount	Check #	Warrant	Vendor
2023/02	445	08/17/22	BUA	4805		08/17/2022		936761.00	60,160.00			
2023/01	491	07/25/22	BUA	4125		7/25/22	T	61,160	60,160.00			

Total Amount 120,320.00



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]



MultiYr Fund

Display detail information for current account.





Back Search Browse Output Print Display PDF Save Excel Word Email Schedule Attach (0) Detail Months Seg Find Totals Project Strings User Defined Fields

Account

id 1010

1154134

543005

ect

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GEN FD

...

FACMGT EXP

...

R&M-BLDG

...

Acct

Acct name

Type

Rollup

Sub-Rollup

1010-41-4134-0000-0000-5-543-005-

R&M-BUILDINGS

Expense

...

...

MultiYr Fund

Account Notes

...

YEAR COMPARISON GAAP W/CARRY FORWARD HISTORY 4 YEAR GRAPH HISTORY GRAPH

	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023
er 2022/13				
inal Budget	464,500.00	410,000.00	404,000.00	439,000.00
ifers In	.00	.00	.00	.00
ifers Out	-90,616.00	-16,560.00	-10,044.00	.00
sed Budget	373,884.00	393,440.00	393,956.00	439,000.00
al (Memo)	277,343.29	349,398.50	382,511.48	17,239.33
umbrances	13,895.00	.00	.00	20,053.23
itions	.00	.00	.00	.00
lable	82,645.71	44,041.50	11,444.52	401,707.44
ent used	77.90	88.81	97.09	8.49

6/14/23



1010	...	GEN FD	Acct	1010-41-4135-4135-0000-0000-5-575090-
1154135	...	COURT EXP	Acct name	C/A - FURN&EQUIP
575090	...	C/A-FU&EQP	Type	Expense
	...		Rollup	
			Sub-Rollup	

☐ MultiYr Fund

☐ Account Notes

YEAR COMPARISON	GAAP W/CARRY FORWARD	HISTORY	4 YEAR GRAPH	HISTORY GRAPH
	Fiscal Year 2022		Fiscal Year 2021	Fiscal Year 2020
Per 2022/13	.00		.00	.00
Original Budget	31,358.00		.00	.00
Transfers In	.00		.00	.00
Transfers Out				
Revised Budget	31,358.00			
Actual (Memo)	16,939.20		.00	.00
Commemorances	14,097.05		.00	.00
Acquisitions	.00			
Available	321.75		.00	.00
Percent used	98.97		.00	.00



Standing

☒ To Be Rolled  
☐ Hold Payments  
☐ Require PO for Payment

Status: POSTED  
Original  
Change Order

Audit

Entered by: Hobbs/H  
Entered: 05/02/2022  
Modified: 05/02/2022

Printed

PUTNAM'S CARPET SALES INC

MAIN RETAINAGE USER DEFINED ACCOUNTS SUBCONTRACTORS INSURANCE BONDS

Year	T	Project String	Org	Object	Project	Description	Amount	PA Bud	GL Bud
2022			1154135	575090		C/A - FURN&EQUIP	14,097.05		Original 14,097.05

Additional Info Retainage Info Account History Contingency Amounts

Initial	14,097.05	Open Req	0.00	%	Requisitions (0)
Set	14,097.05	Open PO	0.00	%	Purchase Orders (0)
Identified amt	0.00	Expended	0.00	%	Invoices (0)
Inv balance	14,097.05	Available	14,097.05	100.00	
Contingency balance	0.00	Avail w/Contingency	14,097.05		

Additional Information

Milestones (0)  
Performance (0)  
Terms

Flow

My Approvals Approve Reject Forward Hold Approves

Amount to be allocated to this GL account.







Back Search Browse Output Print Display PDF Save Excel Word Email Schedule Attach (0) Detail Months Seg Find Totals Project Strings User Defined Fields

Count

6050  
6557510  
532010  
...

WATER  
WTR OPER  
ATTORNEY  
...

Acct  
Type  
Rollup  
Sub-Rollup

6050-75-7510-7500-0000-000-5-532010-  
ATTORNEY  
Expense  
...

Status  
Active

Account Notes

☐ MultiYr Fund

	1 YEAR COMPARISON	GAAP W/CARRY FORWARD	HISTORY	4 YEAR GRAPH	HISTORY GRAPH
Original Budget	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023	
Transfers In	50,000.00	.00	.00	100,000.00	
Transfers Out	37,169.00	50,000.00	.00	.00	
Revised Budget	-2,600.00	.00	.00	.00	
Total (Memo)	84,569.00	50,000.00	.00	100,000.00	
Commemorations	22,758.04	14,241.00	.00	.00	
Acquisitions	13,000.96	.00	.00	.00	
Available	.00			.00	
Percent used	48,810.00	35,759.00	.00	100,000.00	
	42.28	28.48	.00	.00	



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Class Change

A

Activate

C

Close Contract

U

Open Contract

C

Audits

A

Activity

P

Projects

C

Contract Items

Standing

To Be Rolled

Hold Payments

Require PO for Payment

Status

POSTED

NONE

Original

Change Order

Entered by

Entered

Modified

SharpTF

03/23/2021

08/27/2021

Printed

2

Contract

21457

Encumbered Accounts

None

8338

0

Method

None

...

...

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Customer

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Address

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PARKER POE ADAMS AND BERNSTEIN LLP

IAIN

RETAINAGE

USER DEFINED

ACCOUNTS

SUBCONTRACTORS

INSURANCE

BONDS

Year

2022

Project String

5557510

Object

532010

Project

ATTORNEY

Description

ATTORNEY

Amount

PA Bud

GL Bud

Original

0.00

Additional Info	Retainage Info	Account History	Contingency Amounts
Initial	50,000.00	Open Req	0.00 %
Set	50,000.00	Open PO	0.00 %
Identified amt	36,999.04	Expended	74.00 %
Unb balance	13,000.96	Available	26.00 %
Contingency balance	0.00	Avail w/Contingency	13,000.96

My Approvals

Approve

Reject

Forward

Hold

Approves

Additional Information

Milestones (0)

Performance (0)

Terms

Amount to be allocated to this GL account:

1 of 1

>

**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:** August 26, 2022  
**SUBJECT:** Consider Approval of Board Appointments

---

**ATTACHMENTS:**

**Description**

Board Appointments

**Upload Date**

8/31/2022

**Type**

Cover Memo



**MONTHLY BOARD APPOINTMENTS**  
**September 6, 2022**  
**COMMISSION MEETING**

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**TOWN OF CLEVELAND ZONING AND PLANNING**

Mark Benton resigned as an alternate ETJ member on August 24, 2022 and the Board is asked to accept his resignation.

Leslie Smith applied to fill the remainder of Mr. Benton's term, which will expire October 31, 2023.

**ROWAN COUNTY HOUSING AUTHORITY**

Luther Gene Beaver, Jr. applied for reappointment. In order for Mr. Beaver to be reappointed, the Board would need to waive the term limits established in the Resolution that governs the advisory board appointments. According to the Housing Authority's Executive Director, Sara Potts, Mr. Beaver is the current Chairman and a valuable member due to his years of service on the Authority.

If reappointed, Mr. Beaver would serve a five-year term, which will expire August 31, 2027.

**JUVENILE CRIME PREVENTION COUNCIL**

- William "Andy" Downs applied to fill the vacant seat for a member of the Faith Community. Mr. Downs is Pastor for Royal Oaks Baptist Church and if approved, the term will expire June 30, 2023 at which time he would be eligible for reappointment.
- Rebecca Saleeby notified the JCPC Secretary that she will be returning to work in September. Since Ms. Saleeby's schedule will be changing, the Board is asked to remove Ms. Saleeby from her seat as a member of the General Public on the Council.
- Melanie Hassler and Jordan Waller applied to fill two (2) General Public seats (assuming Ms. Saleeby's vacated seat is approved above). The term ending dates for these seats are different. If the applicants are approved, the Board will need to designate which applicant will serve a term to expire on June 30, 2023. The other applicant's term will expire June 30, 2024.

**LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)**

The Fire Marshal notified the Clerk to the Board that the LEPC voted at its July 21, 2022 meeting to seek the Commissioners approval for another Public Safety seat. This would take the LEPC from 27 positions to 28 and the added seat would be filled by a 911 representative. Currently, only law, fire, EMS and EM are represented. The added seat will provide for all divisions of emergency services to have representation.

**NURSING HOME ADVISORY COMMITTEE**

Robbie Pickrel applied for reappointment and if approved, the term will expire on July 31, 2025.

**TOURISM DEVELOPMENT AUTHORITY**

Vivian Hopkins applied for reappointment (she fills the county attraction seat). If reappointed, Ms. Hopkins term will expire August 31, 2024.

There are two (2) vacant county lodging seats and applications have been received from Kimberly Morgan (Hampton by Hilton) and Therese Henderson (Courtyard by Marriott).

In order for Ms. Henderson to be appointed to an open seat, the Board is asked to waive the residency requirement since she lives in Davidson County.

If approved, the terms for both of these applicants will expire August 31, 2024.

Date 8-26-2022

TO Town of Cleveland  
Reference ETS Zoning Board

I Mark A. Benton to hereby resign  
my appointment to the ETS Board  
for the Town of Cleveland effective  
on this day 8-26-2022

Thank you  
Mark A Benton

# Leslie Smith

Rowan County | Generated 8/30/2022 @ 5:03 pm by OnBoard2 - Powered by ClerkBase

## Status

**Name** Leslie Smith  
**Application Date** 8/30/2022  
**Expiration Date** 8/30/2024  
**Board Member** Leslie Smith  
**Status** Validated

### Board

Town of Cleveland Zoning and Planning  
- ETJ

### Vacancies

0

### Status

Pending

## Basic Information

### Name

Leslie Smith

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

315 3rd Creek Church Road  
Cleveland, NC 27013

### Resident

Yes

### Ward/District

### Phone

704-785-6294

### Email

lsmith@lesliesmith.net

## Occupation

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

## Gender

What is your gender?

Female

# Board Chairman Luther Gene Beaver Jr.

Rowan County | Generated 8/31/2022 @ 1:01 pm by OnBoard2 - Powered by ClerkBase

## Status

	Name	Board	Vacancies	Status
	Board Chairman Luther Gene Beaver Jr.	Housing Authority	0	Pending
Application Date	8/31/2022			
Expiration Date	8/31/2024			
Board Member	Luther Gene Beaver			
Status	Validated			

## Basic Information

### Name

Board Chairman Luther Gene Beaver Jr.

### Business/Civic Experience and why you feel you are qualified for this appointment:

52 years of Ministry, Reserve Deputy

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

3016 south Main Street  
Salisbury, North Carolina 28147  
Salisbury, NC 28147

### Resident

Yes

### Ward/District

### Phone

704-633-5669

### Cell Phone

7042242711

### Email

lgbeaver2269@yahoo.com

## Occupation

### Employer

Retired Southern Baptist Minister

### Occupation

Ordained Minister

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

## Gender

What is your gender?

Male

# Senior Internal Auditor William Andrew Downs

Rowan County | Generated 7/28/2022 @ 8:27 am by OnBoard2 - Powered by ClerkBase

## Status

	Name	Board	Vacancies	Status
	Senior Internal Auditor William Andrew Downs	Juvenile Crime Prevention Council	6	Pending
Application Date	7/28/2022			
Expiration Date	7/28/2024			
Board Member	William Andrew Downs			
Status	Validated			

## Basic Information

### Name

Senior Internal Auditor William Andrew Downs

### Business/Civic Experience and why you feel you are qualified for this appointment:

Better Business Bureau - Board of Directors  
Better Business Bureau Consumer Foundation - Board of Directors  
Law Enforcement Experience  
Mecklenburg County Consumer Fraud Task Force  
Charlotte Electronic Computer Crimes Task Force

### Have you ever been convicted of a felony?

No

### County of Residence

Cabarrus

## Contact Information

### Address

130 West Innes Street  
Salisbury, NC 28144

### Resident

Yes

### Ward/District

### Phone

704-216-8161

### Cell Phone

704-699-5255

### Email

william.downs@rowancountync.gov

## Occupation

### Employer

Rowan County

### Occupation

Senior Internal Auditor

## Other Questions

### Question #4

Are you a Rowan County Government employee?

Yes

## Gender

What is your gender?

Male

# Mrs. Melanie Hassler

Rowan County | Generated 7/20/2022 @ 6:12 pm by OnBoard2 - Powered by ClerkBase

## Status

**Name** Mrs. Melanie Hassler  
**Application Date** 5/31/2022  
**Expiration Date** 5/31/2024  
**Board Member** Melanie Hassler  
**Status** Validated

## Board

Juvenile Crime Prevention Council

## Vacancies

6

## Status

Pending

## Basic Information

### Name

Mrs. Melanie Hassler

### Business/Civic Experience and why you feel you are qualified for this appointment:

I have volunteer experience in Rowan County with the Community Care Clinic and Board of Elections, currently finishing training as a Rowan County Guardian ad Litem. Along with my duties as Guardian ad Litem, I could fill the vacant position of Member of the Public Representing Interests of Families of At-Risk Juveniles on the JCP Council. I'm semi-retired and can commit to a year or more in this position. Thank you for considering my application.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

123 Melody Court  
China Grove, NC 28023

### Resident

Yes

### Ward/District

### Phone

704-798-3065

### Cell Phone

704-798-3065

### Email

hassler7047983065@gmail.com

## Occupation

### Employer

NA

### Occupation

unemployed

## Other Questions

### Question #4

#### Are you a Rowan County Government employee?

No

## Gender

### What is your gender?

Female



# Jordan Waller

Rowan County | Generated 8/12/2022 @ 10:32 pm by OnBoard2 - Powered by ClerkBase

## Status

	Name	Board	Vacancies	Status
Application Date	Jordan Waller	Juvenile Crime Prevention Council	6	Pending
Expiration Date	8/9/2022			
Board Member	8/9/2024			
Status	Jordan Waller			
	Validated			

## Basic Information

**Name**  
Jordan Waller

**Business/Civic Experience and why you feel you are qualified for this appointment:**  
I am passionate about change in our community, and I would love to contribute toward it in an impactful way.

**Have you ever been convicted of a felony?**  
No

**County of Residence**  
Rowan

## Contact Information

**Address**  
5635 Mount Hope Church Road  
Salisbury, NC 28146

**Resident**  
Yes

**Ward/District**

**Phone**  
7042677291

**Email**  
Jordanw2007@aol.com

## Occupation

**Employer**  
Rowan County Housing Authority

**Occupation**  
FSS Coordinator

## Other Questions

### Question #4

**Are you a Rowan County Government employee?**  
No

## Gender

**What is your gender?**  
Female

# Ms robbie pickrel

Rowan County | Generated 7/28/2022 @ 8:29 am by OnBoard2 - Powered by ClerkBase

## Status

	Name	Board	Vacancies	Status
Application Date	Ms robbie pickrel 7/27/2022	Nursing Home Advisory Committee	6	Pending
Expiration Date	7/27/2024			
Board Member	Robbie Dale Pickrel, Ms			
Status	Validated			

## Basic Information

### Name

Ms robbie pickrel

### Business/Civic Experience and why you feel you are qualified for this appointment:

have been a nurse for over 40 years also worked in a nursing home part time & was charge nurse for alz unit worked in hospital 32 years then worked in home care till now

### Have you ever been convicted of a felony?

no

### County of Residence

Rowan

## Contact Information

### Address

334 Cress School Rd  
Salisbury, NC 28147

### Resident

Yes

### Ward/District

### Phone

7046509598

### Email

robbiepickrel@windstream.net

## Occupation

### Employer

Centerwell Home Health

### Occupation

part time R.N.

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

## Gender

What is your gender?

Female

# Board Member Vivian Pennington Hopkins

Rowan County | Generated 8/25/2022 @ 10:29 am by OnBoard2 - Powered by ClerkBase

## Status

	Name	Board	Vacancies	Status
	Board Member Vivian Pennington Hopkins	Tourism Development Authority	1	BoC Meeting
Application Date	8/24/2022			
Expiration Date	8/24/2024			
Board Member	Vivian Pennington Hopkins			
Status	Validated			

## Basic Information

### Name

Board Member Vivian Pennington Hopkins

### Business/Civic Experience and why you feel you are qualified for this appointment:

I am seeking reappointment to serve in an attraction seat representing Gold Hill.

### Have you ever been convicted of a felony?

NO

### County of Residence

ROWAN

## Contact Information

### Address

P.O. Box 123  
275 Wiles Road  
Gold Hill, NC 28071

### Resident

Yes

### Ward/District

8

### Phone

7042679439

### Email

vivian@historicgoldhill.com

## Occupation

### Employer

Retired

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

## Gender

What is your gender?

Female

# Mrs Kimberly Jane Morgan

Rowan County | Generated 8/12/2022 @ 10:24 pm by OnBoard2 - Powered by ClerkBase

## Status

**Name** Mrs Kimberly Jane Morgan  
**Application Date** 8/8/2022  
**Expiration Date** 8/8/2024  
**Board Member** Kimberly Jane Morgan  
**Status** Validated

## Board

Tourism Development Authority

## Vacancies

1

## Status

Pending

## Basic Information

### Name

Mrs Kimberly Jane Morgan

### Business/Civic Experience and why you feel you are qualified for this appointment:

Thank you for considering me for a position on the Convention and Visitor's Bureau for a hotelier. In January of this year, I accepted the position as Sales Manager of the Hampton by Hilton, Salisbury. It is like being home in two ways, working for Hilton again and working in Salisbury. Salisbury has been "home" for 24 years, however, I had only worked in both Cabarrus and Mecklenburg counties. Now I get to embrace Salisbury, finally, and sell this wonderful place I call home. Community outreach is important to me and something I have strived to do no matter where I am. I feel my background, of being in hospitality and working for non-profits as well as the public school system will be a positive influence on the CVB board. I hope to make Salisbury an even better place to live, work, and visit.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

1001 Klumac Road, Salisbury, NC 28144  
Salisbury, NC 28147

### Resident

Yes

### Ward/District

### Phone

7046378000

### Cell Phone

7047983994

### Email

kimberly.morgan@hilton.com

## Occupation

### Employer

Hampton by Hilton, Salisbury

### Occupation

Sales Manager

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

## Gender

What is your gender?

Female

# Therese Henderson

Rowan County | Generated 8/18/2022 @ 3:19 pm by OnBoard2 - Powered by ClerkBase

## Status

**Name** Therese Henderson  
**Application Date** 8/18/2022  
**Expiration Date** 8/18/2024  
**Board Member** Therese Henderson  
**Status** Validated

## Board

Tourism Development Authority

## Vacancies

1

## Status

Pending

## Basic Information

### Name

Therese Henderson

### Business/Civic Experience and why you feel you are qualified for this appointment:

I am applying to serve in the lodging seat on the Tourism Board

I have served on the tourism board in Lexington NC for from 2009-2013 and have over 14 years experience as a hotel General Manager. I have been at the Courtyard since April 2019 and also worked in Salisbury from 1994-2008 at the Holiday Inn. This year I am also enrolled in the Leadership Rowan Class

### Have you ever been convicted of a felony?

NO

### County of Residence

Davidson

## Contact Information

### Address

120 Marriott Circle  
Salisbury, NC 28144

### Resident

Yes

### Ward/District

### Phone

336 925 0116

### Email

cysalisburygm@bpr-properties.com

## Occupation

### Employer

Courtyard by Marriott

### Occupation

General Manager

## Other Questions

### Question #4

#### Are you a Rowan County Government employee?

No

## Gender

### What is your gender?

Female