



## **ROWAN COUNTY COMMISSION AGENDA**

**December 5, 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 Approval of the Minutes: November 21, 2022
- ADJOURNMENT
- Oath of Office: Administered By the Honorable Paul Newby, Chief Justice, North Carolina Supreme Court
- Commissioners Taking the Oath: Gregory C. Edds, James C. Greene, Sr. and Judith A. Klusman
- New Board Convenes
- Selection of Chair / County Attorney Jay Dees
- Selection of Vice-Chair / County Attorney Jay Dees
- RECESS
- RECONVENE AT 3:45 P.M.

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.*

- 1 Consider Approval of Consent Agenda
  - A. Sole-Source Idemia - Detention Center
  - B. Scope of Work [Directed Grant for RCCC]
  - C. Sole-Source Bibliotheca ITG, LLC
  - D. Amendment No. 1 - Strategics Consulting, LLC - Federal Lobbying Services
  - E. Approval of Proclamation Presented to Sheriff Auten on November 28, 2022
  - F. Amendment No. 1 - McGuireWoods - State Lobbying Services
  - G. Schedule Public Hearing for RTS Combined Capital Application
  - H. URP 2022 Funding Request
  - I. Award Facilities Foam Trailer Bid to Southeastern Specialty Vehicles
  - J. Amendment #2 - Federal Engineering
  - K. Annual Bond Report
  - L. Credit Card Convenience Fees
  - M. Tax Refunds for Approval
  - N. Satisfaction of Prior Deed of Trust (HOME Grant Program)
  - O. Approval to Apply for Emergency Management Performance Grant
  - P. Contribution-based Benefit Cap
  - Q. Approval of Resolution Presented to Clerk to the Board on November 21, 2022
  - R. Ratify the Board's Action to Name the Rowan County Justice Center in Honor of Retiring Sheriff Kevin Auten
  - S. Amendment No. 2 - Andrea B. Davis Law Office
  - T. Sheriff's Salary
- 2 Public Comment Period
- 3 Public Hearing for ZTA 05-22: Amendments to the SNIA designation process and Land Use Plan Recommendations
- 4 Public Hearing for ZTA 04-22
- 5 Budget Amendments
- 6 Consider Approval of Board Appointments
- 7 RECESS
- 8 RECONVENE AT 6:00 P.M.
- 9 Public Hearing for Z 09-22: RP Salisbury Partners
- 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:** October 7, 2022  
**SUBJECT:** Consider Approval of the Minutes: November 21, 2022

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
November 21, 2022 Minutes Draft	11/30/2022	Cover Memo

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



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

## Rowan County Board of Commissioners

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

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

November 21, 2022 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, and Finance Director Anna Bumgarner 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 to consider budget amendments from Finance Director Anna Bumgarner. The issue was added as item #7a.
- Chairman Edds added a request to the Consent Agenda from County Attorney Jay Dees for Century Communities Southeast, LLC for roadway access to National Guard Road. The issued was added to the Consent Agenda as item AB.
- Chairman Edds added a Resolution for the Clerk to the Board to the agenda under Special Recognition as Item #2b.

#### 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.

## **CONSIDER APPROVAL OF THE MINUTES**

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the minutes of the November 1, 2022 and November 7, 2022 Commission Meetings passed unanimously.

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

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

The Consent Agenda consisted of the following:

- A. Donation from Keeping K-9s in Kevlar
- B. Transit Advisory Board - Updated Bylaws
- C. Nonpublic Forum Recommendation
- D. Updated Resolution for Appointment Process for Boards and Commissions
- E. Tax Refunds for Approval
- F. Updated West End Plaza Event Center Rental Contract
- G. Schedule Public Hearing for ZTA 04-22
- H. Resolution to Award Service Sidearm to Retiring Sheriff Kevin Auten
- I. Resolution to Award Service Sidearm to Retiring Chief Deputy David Ramsey
- J. Resolution to Award Service Sidearm to Retiring Major John Sifford
- K. Resolution to Award Service Sidearm to Retiring Major Chad Moose
- L. Resolution to Award Service Sidearm to Retiring Captain Randy St. Clair
- M. Resolution to Award Service Sidearm to Retiring Lieutenant Carmon Williams
- N. Resolution to Award Service Sidearm to Retiring Detective Phillip "Lane" Kepley
- O. Resolution to Award Service Sidearm to Retiring Deputy Brad Bebbler
- P. Resolution to Award Service Sidearm to Retiring Deputy Shauna Wale
- Q. Schedule Public Hearing for Z 09-22: RP Salisbury Partners LLC, for December 5, 2022 at 6:00 PM
- R. Schedule Public Hearing for ZTA 05-22: SNIA Designations and Land Use Plan Recommendations, for December 5, 2022
- S. Sole-Source Mercury Medical
- T. Rowan County Travel Policy
- U. Sheriff's Bond
- V. Position Requested as Part of Opioid Settlement
- W. Rowan County Health Department - Grant Opportunities
- X. Adoption of 2023 Schedule of Values
- Y. Rowan County Visitation Station Program
- Z. Authorize the Manager to Enter Into a Contract with Pete Bogle for Cost Estimate and Preliminary Design for Rowan Transit
- AA. Consider Offer to Purchase County-Owned Property On Flat Rock Road
- AB. Century Communities Southeast, LLC Permission to Access National Guard Road (Addition to the Consent Agenda. See documentation below.)

Add to Consent AB



Greg Edds, Chairman  
Manager  
Jim Greene, Vice-Chairman  
to the Board  
Mike Caskey  
County Attorney  
Judy Klusman  
Craig Pierce

C. Barger  
11/21/22

Aaron Church, County  
Carolyn Barger, Clerk  
John W. Dees, II,

**Rowan County Board of Commissioners**  
130 West Innes Street · Salisbury, NC 28144  
Telephone 704-216-8180 · Fax 704-216-8195

To Whom it may concern:

Century Communities Southeast, LLC and its contractors, subcontractors, etc. are hereby permitted roadway access to National Guard Road beyond the Security Gates as shown in Exhibit A. This grant of access will allow for access to large construction vehicles such as excavators, front loaders, material delivery trucks, off-road trucks, etc.

Century Communities Southeast, LLC and its contractors, subcontractors, etc. are hereby permitted access to the Rowan County Sewer Easement via National Guard Road as shown in Exhibit B.

Century Communities Southeast, LLC and its contractors, subcontractors, etc. are hereby permitted access to the Rowan County Sewer Easement for purposes of connecting new sewer lines to the to the main Rowan County Sewer Line as shown on Exhibit C.

Advance coordination with the Mid-Carolina Regional Airport (RUQ) Airport Director is required prior to obtaining access as granted by this document.

This the \_\_ day of November, 2022

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



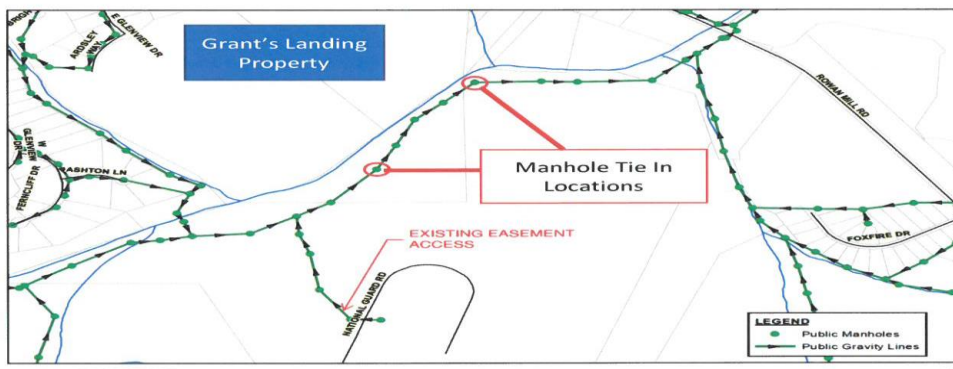
**EXHIBIT B**



DRAFT



EXHIBIT C



GRANT'S CREEK SEWER ACCESS  
SALISBURY



3/29/22 By: A. Webb  
Please note: The information represented on the attached map is only approximate and results from the compilation of a variety of source materials. The City of Salisbury and Salisbury-Rowan Utilities make no representation or warranty concerning the accuracy of the information, nor claims it as a legal cartographic resource. This map is not public record and reproduction or transmittal is prohibited.

DK



## **2. SPECIAL RECOGNITION**

### **A. RECOGNITION OF RETIRING SHERIFF KEVIN AUTEN**

Chairman Edds said the special recognition during the meeting was bittersweet for the County and the Board of Commissioners. Chairman Edds said the Board would be expressing congratulations to some friends on their next chapter in life and not saying good-bye.

Chairman Edds praised Sheriff Auten for outstanding competence to navigate the job of Sheriff and take care of the citizens of Rowan County. Chairman Edds praised Sheriff Auten's competence at navigating the political landscape while advocating for the folks of the County. Chairman Edds said he appreciated Sheriff Auten and the opportunity to have worked with him.

Commissioner Pierce shared that he used to play golf on Wednesdays with the Sheriff. Commissioner Pierce said Sheriff Auten had led him to see what it meant to do things for youth in an effort to prepare them for real life. Commissioner Pierce said he could not thank Sheriff Auten enough for all he had done for the youth across the County and he expressed hope he and Sheriff Auten would continue to work together in those endeavors.

Commissioner Greene said when he was first elected as a County Commissioner, he did not have a clue as to what was involved with the operations of a Sheriff's Office. Commissioner Greene recalled a time Sheriff Auten had stepped up when the City of Salisbury had sought help with their municipal law enforcement. Commissioner Greene said no egos had been involved – just public service between agencies – and he was proud to be associated with an organization that worked so well. Commissioner Greene said the Board would miss Sheriff Auten and wished him all the best.

Commissioner Klusman said she appreciated Sheriff Auten and his willingness to be open to new ideas and new ways of doing things. Commissioner Klusman shared an earlier conversation she had with Sheriff Auten and said she appreciated him as a person and as the Sheriff.

Commissioner Caskey shared appreciation for Sheriff Auten and how great he had been to work with. Commissioner Caskey said he also appreciated the fact that Sheriff Auten looked out for both the employees and the citizens. Commissioner Caskey then read a plaque, when he presented to Sheriff Auten on behalf of the Board and the people of Rowan County.

A round of applause and a standing ovation followed the presentation.

Sheriff Auten held back tears as he expressed appreciation for the people at the Rowan County Sheriff's Office, as well as the Board of Commissioners. Sheriff Auten said he was not "going away" because he had a desire to continue to serve the community, especially the kids.

Sheriff Auten took a moment to tell Clerk to the Board, Carolyn Barger, that he had loved working with her and to thank her for the trust and confidence he had in their conversations. He thanked County Attorney Jay Dees for his work and for always taking his calls. Sheriff Auten thanked Finance Director Anna Bumgarner for her guidance on County policy. He thanked County Manager Aaron Church and Sheriff-Elect Travis Allen. Sheriff Auten said Mr. Allen had inherited 200 employees and the job was about the employees.

In closing, Sheriff Auten invited everyone to attend the retirement party on November 28, 2022 for many of his staff who were retiring with many years of service/longevity.

Another round of applause and a standing ovation followed, as well as the opportunity for a photograph with the Board.

#### **ADDITION**

#### **B. RESOLUTION COMMENDING CAROLYN BARGER**

Chairman Edds asked Jeff Barger, Clerk of Superior Court, to join the Board in front of the dais. Chairman Edds said most people knew Mr. Barger; however, he stated the Clerk to the Board, Carolyn Barger, was Jeff's wife. Chairman Edds called Mrs. Barger forward.

Commissioner Pierce read a ***Resolution Commending Carolyn Barger*** for her years of service to Rowan County. At the conclusion of the reading, Commissioner Pierce presented a framed Resolution to Mrs. Barger. A round of applause followed the presentation.

Commissioner Greene said the Board would miss Mrs. Barger and he jokingly added the Board did even not know at this time half of what it would miss her for. Commissioner Greene said Mrs. Barger had been very professional in the eight (8) years he had been on the Board and that he planned to continue to share pictures with her of his grandchildren.

Commissioner Pierce said his comments to Mrs. Barger were contained in the Resolution, which he had just read and presented.

Commissioner Caskey said he had met Mrs. Barger ten (10) years ago and he talked about how much she had helped him through the years. Commissioner Caskey said he had never met

anyone with Mrs. Barger's professionalism and dedication. Commissioner Caskey said he did not know how Mrs. Barger had done her job so well and that he truly appreciated her.

Commissioner Klusman said she would miss Mrs. Barger always being available for the board members and for Mrs. Barger's listening skills when board members needed to vent or share grandkids pictures. Commissioner Klusman said Mrs. Barger had been a special person to each Commissioner and she would be missed.

Chairman Edds said when he first got elected, he had told the County Manager he wanted him to keep the Commissioners out of jail because several of them were new to their roles and did not yet know all the laws/expectations. Chairman Edds said when he had met with Mrs. Barger, he had asked her to also help keep the board members out of jail. Chairman Edds said Mrs. Barger had seen the Commissioners at their best, and their worst, and she supported them anyway. Chairman Edds said the Board valued Mrs. Barger as a sister, a friend, and as someone who had taken her job seriously. Chairman Edds said we know the kind of person she is, and who she serves, and that is the most important thing to us. Chairman Edds wished both Mr. and Mrs. Barger all the best in retirement.

Mrs. Barger said she was so grateful to have served so many elected officials through the years. Mrs. Barger said it had been an honor to serve those officials and they had all been great in their own way. Mrs. Barger considered her role "to be the glue that held them together," and said she had performed her duties to the best of her ability. Mrs. Barger said it had been a privilege to be the Clerk for the current Board, as well as to have worked with so many great Department Directors. Mrs. Barger also expressed appreciation to Sheriff Auten for being a rock through so many situations. Mrs. Barger thanked County Attorney Jay Dees for his assistance and friendship through the years. Mrs. Barger thanked her husband, Jeff, saying he had been amazing and that she thought it was "pretty cool the County was losing both its Clerks on the same day." Mrs. Barger said she and her husband were looking forward to retirement and the next chapter of their lives.

Another round of applause followed Mrs. Barger's comments, as well as the opportunity for a group photograph with the Board.

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

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

- Travis Allen, Sheriff-Elect, said he was present for Sheriff Kevin Auten. Mr. Allen said he owed his life and career to Sheriff Auten. Mr. Allen said he was a religious person and he sought a double portion of what Sheriff Auten had been. Mr. Allen thanked Sheriff Auten for his service to the County.

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

### **4. ROAD NAME CHANGE – PUBLIC HEARING**

Planning Technician Pamela Ealey presented the staff report for the proposed road name of Stamey Way. The road was currently unnamed and located off Orbison Road off Corriher Grange Road in the 2100 block of SR 1552. According to Ms. Ealey there were two (2) existing structures already using the drive. An application was submitted for a third structure; therefore, the County's

ordinance required the road (driveway) to be named. The property owners, Robert Jr. And Kathy Stamey, Joseph and Amanda Little and Robert Stamey III submitted a petition for the proposed road name of Stamey Way.

Chairman Edds opened the public hearing to receive citizen input regarding the road name. With no one wishing to speak on the request, Chairman Edds closed the public hearing.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the road name of Stamey Way passed unanimously.

## **5. CONSIDER SNIA 03-22: TERAMORE DEVELOPMENT**

Assistant Planning Director Shane Stewart provided a power point as he discussed the staff report. Mr. Stewart stated that Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Teramore Development, LLC to build a 10,665 square foot retail store at the southwest corner of Mooresville and Briggs Roads referenced as parcel IDs 465A-043 and part of 044. 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 Back Creek / Sloans 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.

Based on the staff report, the project details were proposed as follows:

- Nineteen (19) Red Maple trees planted thirty (30) feet on center along Mooresville Road and Briggs Road (some trees plantings may be delayed due to proximity to temporary sediment basin);
- Twenty-three (23) Green Giant evergreen trees planted ten (10) feet on center along with a six (6) foot opaque wood fence along the northern property line;
- According to the applicant, the site would feature a monument sign four (4) foot tall x eight (8) foot wide sign with a two (2) foot brick base (see enclosed example sign);
- Building elevation plans and rendering indicate a brick base on three (3) sides with fiber cement siding on the same three (3) sides (less north side at building rear). Although not shown, the applicant has agreed to substitute metal with fiber cement siding on the rear. According to the applicant, the façade would match the Woodleaf Dollar General approved by the BOC in 2019.

Mr. Stewart stated the North Carolina Department of Transportation (DOT) approved a commercial driveway permit in September for connection to Briggs Road. Without knowing the future of several adjacent parcels owned by Greer Goodman, it was difficult to discern what type of access could be granted to Mooresville Road. As such, the DOT and Planning Staff preferred a single access on Briggs Road that could serve both the retail store and future development on the adjacent lots. The Western Area Land Use Plan (LUP) generally encouraged mixed use development and access management within Regional Nodes.

On October 12, 2022, the applicant provided planning staff a report from Davenport Engineering regarding the transportation impact from the project. Page 4 of the study purported a minor change

in the level of service during PM peak hour comparing current conditions (Base Year) to store operation (2024 Build) noted as follows:

Mooresville Road / Briggs Road Intersection

- Level of Service change from D to E and
- Vehicle delay in seconds increase from 32.4 to 43.

Planning staff questioned the incorrect reference to speed limits and Average Annual Daily Traffic (AADT) counts on page 3 among a few other questions concerning the report.

In lieu of a single driveway, the owner and applicant proposed a reconfiguration of parcels to retain a forty-five (45) foot strip of land for a second Briggs Road driveway intended to serve as an alternative access for the future needs of the three (3) adjacent lots. According to NCDOT, it was possible, although not desirable, that a second driveway connection could be granted but depended on the type of development.

- Per the applicant, the proposed septic was identified by a private soil scientist as sufficient to support the store.
- The stormwater pond proposed along Mooresville Road is designed to comply with the North Carolina Department of Environmental Quality's Phase II Stormwater requirements as a permanent measure.

Staff's comments in the staff report indicated if approved, the following conditions should be included based on plans received:

1. Combine Parcel IDs 465A-043 and part of 465A-044 and the residual strip from 465A-044 with 465A-045;
2. Subject to approved site plan;
3. Subject to façade details on elevation plan including fiber cement siding on the north (rear) elevation; and
4. 4' x 8' monument sign with 2' brick base.

While a public hearing nor public comment was required, Chairman Edds asked if the applicant or members of the public wished to speak on the matter. The following individuals came forward:

- Mike Fox, an attorney from Greensboro, said he represented the applicant and was available for any questions the Commissioners might have. Mr. Fox identified others in the audience, who were available to answer questions, as well. Mr. Fox described the request as minor and nowhere near the County's SNIA limit. Mr. Fox said he felt the request would be a good use for some of the County's SNIA and the request would bring jobs and provide a service to citizens.
- Larry Bell of Briggs Road spoke in opposition to the request.
- Charlie Wallace of Mooresville Road spoke in opposition to the request.

With no one else coming forward, Chairman Edds closed the floor to public input.

Commissioner Caskey said several months ago the Board had received a letter with concerns from the Board of Directors at Locke Volunteer Fire Department (VFD) and he was not inclined to vote in favor of the request.

Commissioner Pierce said no one seemed to care about the County's SNIA allotments and everyone seemed to think their requests should be "excused." Commissioner Pierce said the County had the ordinance for a reason and he could not vote in favor of the request.

Commissioner Klusman said she also had been concerned about the SNIA designations and she felt water runoff was a serious problem. Commissioner Klusman said there would be more flooding and she could not support the request.

Commissioner Greene said there had been discussions with Teramore Development about the Dollar General Stores already here. Commissioner Greene said the Board had been told some of the stores were closed by the Fire Marshal because there was not enough room in the store aisles and also because of the trash outside the stores. Commissioner Greene did not feel the Board should allow anymore Dollar General stores in Rowan County until the company showed it was serious about the existing stores and cleaning up around the dumpsters and inside the stores.

Chairman Edds said unbeknownst to the applicant, the Board was anticipating some long-term SNIA issues with Iredell County. The Planning Board was also working on amendments to zoning text that would address the SNIA issues. Chairman Edds explained that Teramore Development built facilities for a lot of companies and the Board's issue was not with Teramore Development.

Chairman Edds continued by saying some of the Commissioners had spoken directly to Dollar General management regarding how their stores were operated and presented to the people of Rowan County. Chairman Edds said the Board did not have anything against Dollar General; however, the Commissioners did have concerns about life and safety. Chairman Edds said there had been candid discussions with Dollar General as to why the Board felt Rowan County citizens deserved better. Chairman Edds said the Board would deny the SNIA request and send a message to companies wanting to locate in Rowan County that the County expected quality stores/businesses for its citizens.

Commissioner Pierce moved to deny SNIA 03-22, followed by a second from Commissioner Greene. The motion carried unanimously.

## **6. DISCUSSION REGARDING ANNUAL PLANNING RETREAT**

Chairman Edds turned the floor over to Clerk to the Board, Carolyn Barger, and requested she lead the discussion.

Mrs. Barger said the Board was asked to discuss its preferences as to whether it wished to conduct a planning retreat in 2023.

After a brief discussion, Commissioner Klusman moved to schedule the planning retreat for 10:00 a.m. on February 6, 2023. The motion was seconded by Commissioner Greene and passed unanimously.

Chairman Edds confirmed to Mrs. Barger the Board wished to hire a Facilitator for the retreat.

## **7. FINANCIAL REPORTS**

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

- Annual Cumulative Expenditure Comparisons as of September in FY 2023 - \$51,729,261
- Annual Cumulative Revenue Comparisons as of September in FY 2023 - \$83,155,645
- Annual Cumulative Sales Tax Comparisons as of July in FY 2023 - \$3,216,933
- Monthly Sales Tax Comparisons as of July in FY 2023 - \$3,216,933
- Annual Cumulative Current Year Property Tax Comparisons as of September in FY 2023 - \$57,432,817

## **ADDITION: 7a. BUDGET AMENDMENTS**

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

- Finance – Transfer funds for new flag poles at the library - \$25,000
- Finance – Reverse BA-02-695 and budget tennis court reconstruction to correction account \$73,733
- Finance – Transfer funds for tennis court reconstruction at Ellis Park - \$29,000

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

## **9. CLOSED SESSION**

Chairman Edds moved the Board enter into Closed Session in accordance with North Carolina General Statute § 143-318.11(a)(1) to consider approval of the minutes of the Closed Sessions held on November 1, 2022 and November 7, 2022; and, § 143-318.11(a)(6) for personnel.

Commissioner Klusman moved the Board return to Open Session at 8:06 p.m. The motion was seconded by Commissioner Pierce and carried unanimously. No action was taken.

## **10. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 8:06 p.m. The motion was seconded by Commissioners Greene and Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board



DRAFT

**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:** Jody Farrow-Bennett; Purchasing Director & Sheriff Kevin L. Auten; Sheriff's Office  
**DATE:** 12/5/2022  
**SUBJECT:** Sole-Source Idemia - Detention Center

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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

Rowan County Sheriff's Office currently uses Idemia Fingerprint Software (Sole-Source Approved 8/1/2022; Agenda Item N. Agreement #001607-004) for equipment located at the Sheriff's Office. This new agreement (#001607-005) is to provide annual maintenance and support for the equipment located at the Detention Center. Annual Maintenance will not exceed \$6,615.01.

Attached is support Agreement from Idemia.

Recommendation: Board of Commissioners authorize the purchase of a support and maintenance agreement with Idemia for the fingerprints software installed in equipment located at the Detention Center, not to exceed \$6,615.01.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Agreement from Idemia	11/15/2022	Cover Memo



5515 East La Palma Ave., Suite 100  
Anaheim, CA 92807  
Tel: (714) 238-2000  
Fax: (714) 238-2049

October 26, 2022

Captain John C. Sifford  
Rowan County Sheriff's Office  
232 North Main Street  
Salisbury, NC 28144  
Email: John.sifford@rowancountync.gov  
Tel: (704)-216-8668

**RE: Maintenance and Support Agreement # 001607-005**

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Rowan County Sheriff's Office** Maintenance and Support Agreement for the period **October 31, 2022** through **October 31, 2023** per the Terms and Conditions below.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at kimberly.dullinger@idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714) 632-2180 or e-mail kimberly.dullinger@idemia.com. Thank you in advance.

Thank you,

Kimberly J. Dullinger  
Maintenance Agreement Specialist  
Idemia Identity & Security USA LLC

**Accepted by:**

**IDEMIA IDENTITY & SECURITY USA LLC**

Signed by: 

Printed Name: Casey Mayfield

Title: Vice President

Date: October 26, 2022

**ROWAN COUNTY SHERIFF'S OFFICE**

Signed by: \_\_\_\_\_

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

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

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

**Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.**

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**Description of Covered Products**

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**MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 001607-005****CUSTOMER: Rowan County Sheriff's Office**

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The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
Livescan	Livescan – LSS-R	NCNL273	1
Livescan	Livescan – LSS-R	NCNL274	1
Printer	Printer – Lexmark	NCNX273	1
Printer	Printer – Lexmark	NCNX274	1

## Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 001607-005

Date October 26, 2022

New Term Effective Start October 31, 2022

End October 31, 2023

<b>STANDARD SUPPORT</b>	
<input checked="" type="checkbox"/> <b>Advantage – Software Support</b>	
<ul style="list-style-type: none"> <li>◆ Telephone Response: 2 Hour</li> <li>◆ Remote Dial-In Analysis</li> <li>◆ Unlimited Telephone Support</li> </ul>	<ul style="list-style-type: none"> <li>◆ Standard Releases &amp; Updates</li> <li>◆ Software Customer Alert Bulletins</li> <li>◆ Automatic Call Escalation</li> </ul>
<input checked="" type="checkbox"/> <b>On-Site Hardware Support</b>	
<ul style="list-style-type: none"> <li>◆ 8 a.m. – 5 p.m. Monday to Friday PPM</li> <li>◆ Next Day PPM On-site Response</li> <li>◆ Hardware Vendor Liaison</li> </ul>	<ul style="list-style-type: none"> <li>◆ Defective Parts Replacement</li> <li>◆ Escalation Support</li> <li>◆ Hardware Customer Alert Bulletins</li> </ul>
<input checked="" type="checkbox"/> <b>Parts Support</b>	
<ul style="list-style-type: none"> <li>◆ Parts Ordered &amp; Shipped Next Business Day</li> <li>◆ Parts Customer Alert Bulletins</li> </ul> <p style="margin: 0;"><i>* If customer is providing their own on-site hardware support, the following applies:</i></p> <ul style="list-style-type: none"> <li>&gt; Customer Orders &amp; Replaces Parts</li> <li>&gt; Telephone Technical Support for Parts Replacement Available</li> </ul>	
<b>ADDITIONAL OPTIONS</b>	
<input type="checkbox"/> <b>Users Conference Attendance (\$3,586 per Attendee)</b>	
<ul style="list-style-type: none"> <li>• Registration fee</li> <li>• Daily meals</li> <li>• Hotel accommodations</li> </ul>	<ul style="list-style-type: none"> <li>• Roundtrip travel for event</li> <li>• Ground transportation to/from the conference airport to the conference hotel</li> </ul>
<p style="text-align: right;">Year: 2019    Number Attendees Requested</p>	
<p style="text-align: right;">\$ _____</p>	
<p style="text-align: right;"><b>GRAND TOTAL                    \$ 6,615.00</b></p> <p style="text-align: right; font-size: small;">*Exclusive of taxes if applicable.</p>	

**PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)**

## Maintenance and Support Agreement - Number SA # 001607-005

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

### 2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

### 3. Seller Responsibility.

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

## Maintenance and Support Agreement - Number SA # 001607-005

### Terms & Conditions

Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a principal place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, CA 92807, and Rowan County Sheriffs Office ("Customer"), having a place of business at Addr-a, City-a, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

#### Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit-A "Description of Covered Products"

Exhibit-B "Support Plan"

Exhibit-C "Support Plan Options and Pricing Worksheet"

#### Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"IDEMIA" means Idemia Identity & Security USA LLC.

"IDEMIA Software" means Software that IDEMIA or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-IDEMIA Software" means Software that a party other than IDEMIA or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the IDEMIA Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of IDEMIA Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the IDEMIA Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1,2,3". A "Standard Release" is defined as a major release of IDEMIA Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1,2,3". A "Product Release" is defined as a major

release of IDEMIA Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1,2,3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, IDEMIA's opinion will prevail, provided that IDEMIA treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the IDEMIA Software and Non-IDEMIA Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established IDEMIA holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or IDEMIA).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

#### Section 3. SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are



licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as IDEMIA determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web; or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10 Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

#### **Section 4. RIGHT TO SUBCONTRACT AND ASSIGN**

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

#### **Section 5. PRICING, PAYMENT AND TERMS**

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet and are subject to a 5% escalation fee for each subsequent support year. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term

of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

#### **Section 6. LIMITATION OF LIABILITY**

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

#### **Section 7. DEFAULT/TERMINATION**

7.1. If IDEMIA breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider IDEMIA to be in default. If Customer asserts a default, it will give IDEMIA written and detailed notice of the default. IDEMIA will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If IDEMIA provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless IDEMIA or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, IDEMIA may consider Customer to be in default. If IDEMIA asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to IDEMIA. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of IDEMIA's approval of the plan.



**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  
**DATE:** 11/15/22  
**SUBJECT:** Scope of Work [Directed Grant for RCCC]

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The NC General Assembly has allocated funds in the General Fund to be directed to Rowan-Cabarrus Community College for the purchase of property. The purchase will be in support of the planned Technology Education Complex, reference: S.L. 2022-74, Sec. 24.2.(24).

Rowan County will serve as the recipient of these funds to be passed-through to RCCC.

**Recommendation:**

- Board of Commissioners accept the funding by approving the County Manager to sign and submit the attached Scope of Work.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Scope of Work for RCCC Directed Grant	11/15/2022	Cover Memo

## Appendix A

### Scope of Work, Sub-Grants, and Annual Budget

As part of this grant agreement, you are required to provide a description of how you will spend the grant funds in compliance with the specific purpose as stated in the Appropriations Act ("Scope of Work"). You are also required to submit information related to any potential sub-grants and a budget for the grant funds. Please attach additional sheets as necessary.

**1. Organization:**

**2. Grant ID:**

**3. Scope of Work,  
Objectives, Results,  
Performance Measures:**

Recipient shall detail below how the organization will spend the grant funds in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should include objectives to be achieved, expected results and performance measures. The description should also include anticipated timing of those objectives, expected results and any services provided.

Objective(s):

Expected  
Results:

Performance  
Measure(s):

4. Sub-grants:			
a. Does the Recipient anticipate that it will sub-grant or pass down any funds to another organization?		Yes	No
If yes, answer the following:			
b. Name of Sub-recipient	c. Program Name	d. Amount to Sub-recipient	

**5. Budget:**

Below are general expenditure descriptions that can serve as a **guide** for preparing the organization’s budget related to the grant award. Please provide a breakdown of estimated expenses for each category below or as an attachment.

The following budget is for the time period beginning ( \_\_\_\_\_ ) and ending ( \_\_\_\_\_ ).

EXPENDITURE DESCRIPTION	AMOUNT
<b>Employee Expenses</b> (e.g. program related staffing).	
<b>Services and Contract Expenses</b> (e.g. utilities, telephone, data, lease related expenses)	
<b>Goods</b> (e.g. supplies and equipment) <b>Expenses</b>	
<b>Administration Expenses</b> (e.g. overhead & project management)	
<b>Other Expenses</b> (e.g. related charges not assigned above and described by recipient)	
<b>Total Beginning Balance of the Project Fund</b>	

**Provide a breakdown of estimated expenses for each category below or as an attachment.**

Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

---

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

---

Signature \_\_\_\_\_ 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:** Jody Farrow-Bennett; Purchasing Director & Melissa Oleen; Library Services Director  
**DATE:** 12/5/2022  
**SUBJECT:** Sole-Source Bibliotheca ITG, LLC

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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

Rowan County Library uses Bibliotheca ITG, LLC for RFID and Smartgate Services & Maintenance. Bibliotheca is the library's sole source vendor for all its RFID stations and security gates including systems software which connects the stations and gates to the library's integrated library system, The Library Company (TLC). Bibliotheca provides maintenance and service support for this equipment and software. The library has six security gates and a minimum of thirteen RFID stations. RFID stations are used at circulation service desks and in technical services. They allow multiple items to be processed, checked in and checked out simultaneously in addition to activating/deactivating security RFID tags inside library materials. Materials taken through security gates will sound an alarm if their tags have not been deactivated at an RFID station. Security gates are located at primary entrances at each library branch.

This agreement is to provide annual maintenance on this essential equipment. Renewal for 07/01/2022 - 06/30/2023. Annual Maintenance will not exceed \$7,737.68.

Board of Commissioners authorize the purchase of annual maintenance and service support with Bibliotheca ITG, LLC for the RFID equipment; not to exceed \$7,737.68.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Bibliotheca Quote	11/16/2022	Cover Memo

contract #  
23393

bibliotheca, LLC - 3169 Holcomb Bridge Rd, Ste 206 - Norcross, GA 30071-1328



# Service & Maintenance/Extended Warranty Quote

**Bill To**  
Rowan Public Library  
Amber Covington  
201 West Fisher Street  
Salisbury NC 28144-4935  
United States

**Ship To**  
Rowan Public Library  
Amber Covington  
201 West Fisher Street  
Salisbury NC 28144-4935  
United States

**Quote** QUO-US06148

**Date** 06/23/2022

**Customer:** C0007195-US

**Payment Terms:** Net 30 Days

**Quote Expiration:** 12/31/2022

**Contract Number:** US-147892-S2L0

**Term:** 07/01/2022 - 06/30/2023

Item	Quantity	Net Price	Net Extended
<b>RFID gate Buried cable, 2 aisle</b> 7466691 Rowan Public Library – West Branch July 01, 2022 - June 30, 2023	1	1,206.45	1,206.45
<b>Smartgate 400 (Dual Aisle)</b> bib018273 Rowan Public Library September 01, 2022 - June 30, 2023	1	1,001.52	1,001.52
<b>Smartgate 400 (Dual Aisle)</b> bib022112 Rowan Public Library September 01, 2022 - June 30, 2023	1	1,001.52	1,001.52
<b>Smartgate 400 (Dual Aisle)</b> bib021869 Rowan Public Library - Frank T. Tadlock South Rowan Regional Library September 01, 2022 - June 30, 2023	1	1,001.52	1,001.52
<b>Smartgate 400 (Dual Aisle)</b> bib018272 Rowan Public Library September 01, 2022 - June 30, 2023	1	1,001.52	1,001.52
<b>Smartgate 400 (Dual Aisle)</b> bib021870 Rowan Public Library - East Branch September 01, 2022 - June 30, 2023	1	1,001.52	1,001.52
<b>libraryConnect Annual Renewal (5-15 Devices)</b> bib018271 Rowan Public Library September 01, 2022 - June 30, 2023	1	522.11	522.11





Item	Quantity	Net Price	Net Extended
<b>Smartgate 400 (Dual Aisle)</b> bib021871 Rowan Public Library - East Branch September 01, 2022 - June 30, 2023	1	1,001.52	1,001.52
		<b>Total:</b>	<b>7,737.68</b>
		Currency:	US Dollar



## Terms and Conditions

### WHAT WE WILL DO:

**Hardware:** In consideration of payment of the agreement price, and according to service level purchased, Bibliotheca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliotheca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliotheca agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order. Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

**Software:** In consideration of payment of the agreement price, Bibliotheca will furnish over-the-phone software support and remote troubleshooting of the Bibliotheca Software specified in this agreement as well as updates necessary to maintain the Bibliotheca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliotheca Software is installed and used as directed. Bibliotheca agrees to provide:

- All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order
- Bibliotheca Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

**WHAT IS NOT COVERED:** The basic maintenance fee does not include and Bibliotheca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliotheca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliotheca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliotheca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection, (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

**RENEWAL:** This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliotheca, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

**ENTIRE AGREEMENT:** This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Submit Purchase Order by fax to 1-877-689-2269 or by email to [service-renewals-us@bibliotheca.com](mailto:service-renewals-us@bibliotheca.com).

Accepted By: \_\_\_\_\_

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

Customer Purchase Order Number: \_\_\_\_\_

**ROWAN COUNTY**

**AGREEMENT FOR SERVICES**

**NORTH CAROLINA**

This Agreement is made and entered into between Rowan County, North Carolina ("County") and Bibliotheca, LLC ("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: Jody Farrow-Bennett

Title: Purchasing Director

THE PROVIDER

BY: Julie Hedin  
Julie Hedin (Nov 2, 2022 13:08 CDT)

Name: Julie Hedin

Title: Sr. Renewals Specialist

EXHIBIT A

CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider.  
RFID and Smartgate Service & Maintenance /Extended Warranty and LibraryConnect Annual Renewal for 07/01/2022-06/30/2023.
- B. Term of the Agreement.  
Net 30 Days
- C. Payment to the Provider.  
\$7,737.68
- 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

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

THE PROVIDER

Bibliotheca, LLC  
3169 Holcomb Bridge Road  
Suite 206  
Norcross, GA 30071-1328

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

THE COUNTY

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

Name: Jody Farrow-Bennett

Title: Purchasing Director

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: Julie Hedin  
Julie Hedin (Nov 2, 2022 13:08 CDT)

Name: Julie Hedin

Title: St. Renewals Specialist








# Bibliotheca

Final Audit Report

2022-11-02

Created:	2022-11-02
By:	Pam Nance (pam.nance@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf-l6Y8mBbtTBuz_oFVMp40HFvDqXk2RH

## "Bibliotheca" History

-  Document created by Pam Nance (pam.nance@rowancountync.gov)  
2022-11-02 - 5:51:18 PM GMT
-  Document emailed to Julie Hedin (j.hedin@bibliotheca.com) for signature  
2022-11-02 - 5:51:55 PM GMT
-  Email viewed by Julie Hedin (j.hedin@bibliotheca.com)  
2022-11-02 - 6:07:08 PM GMT
-  Document e-signed by Julie Hedin (j.hedin@bibliotheca.com)  
Signature Date: 2022-11-02 - 6:08:51 PM GMT - Time Source: server
-  Agreement completed.  
2022-11-02 - 6:08:51 PM GMT

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Jody Farrow-Bennett; Purchasing Director & Ann Kitalong-Will; Director of Grants  
**DATE:** 12/5/2022  
**SUBJECT:** Amendment No. 1 - Strategics Consulting, LLC - Federal Lobbying Services

---

Rowan County has a current contract (22322) with Strategics Consulting, LLC for federal lobbying services. The current contract is in effect through December 31, 2022 with an auto-renewal clause. This amendment is to formally extend the contract with Strategics Consulting, LLC for an additional 12 months, effective January 1, 2023 to December 31, 2023. Not to exceed \$60,000.00 per fiscal year.

Attached is the amendment.

Board of Commissioners authorize the County Manager to approve amendment to extend the contract with Strategics Consulting, LLC; not to exceed \$60,000.00 per fiscal year.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Amendment #1	11/16/2022	Cover Memo

**FIRST AMENDMENT  
TO  
AGREEMENT FOR SERVICES**

**THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES (“First Amendment”)** made and entered into this \_\_\_ day of December, 2022, by and between **STRATEGICS (“Provider”)** and **ROWAN COUNTY**, a body politic and subdivision of the State of North Carolina (“County”).

**RECITALS**

WHEREAS, County and Provider have previously entered into an Agreement for Services dated the 20<sup>th</sup> day of December, 2021 with an Initial Term beginning January 1, 2022 and ending December 31, 2022 (the “Agreement”); and

WHEREAS, the Agreement provides for automatic renewals, and the County and Provider now desire to amend the Agreement to renew and extend the Term contained in the Agreement as written herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Provider and County hereby modify and amend the Agreement as follows:

1. Paragraph 2 of the Agreement shall be amended by renewing and extending the Term from January 1, 2023 through December 31, 2023.
2. Except as expressly modified and amended by this First Amendment, the Agreement remains in full force and effect according to its terms.

{Signature Page Follows}

Signature Page: First Amendment Rowan County—Strategics

**IN WITNESS WHEREOF**, Provider and County have duly executed and delivered this First Amendment on the date set forth hereinbelow.

**PROVIDER: STRATEGICS**

**BY:**

---

**Leslie C. Mozingo, Owner/CEO**

**COUNTY: ROWAN COUNTY, a body politic**

**BY:**

---

**Aaron Church, County Manager**

**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:** November 28, 2022  
**SUBJECT:** Approval of Proclamation Presented to Sheriff Auten on November 28, 2022

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Proclamation	11/28/2022	Cover Memo

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



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

## Rowan County Board of Commissioners

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

### **PROCLAMATION HONORING THE PUBLIC SERVICE OF RETIRING SHERIFF KEVIN AUTEN**

**WHEREAS**, Kevin Auten commenced his service in law enforcement in the Rowan County Sheriff's Office on November 23, 1987; *and*

**WHEREAS**, Kevin Auten's dedication and commitment to protect and serve the people earned him a promotion to the rank of Sergeant on August 1, 1998; the assignment of Lieutenant on January 1, 2002; Captain on November 5, 2006; and the eventual promotion to Chief Deputy on August 2, 2009; *and*

**WHEREAS**, Kevin Auten was appointed as Rowan County Sheriff on March 22, 2010 by the Rowan County Board of Commissioners to complete the remainder of the previous Sheriff's term; *and*

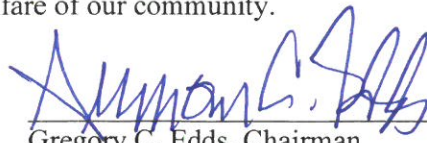
**WHEREAS**, Kevin Auten won the General Election for Sheriff in 2010 where he has since admirably and faithfully led the men and women under his command for twelve (12) years; *and*

**WHEREAS**, throughout his law enforcement career, Kevin Auten has performed a myriad of tasks important to the administration and success of the Rowan County Sheriff's Department; *and*

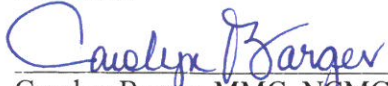
**WHEREAS**, Kevin Auten has unselfishly devoted his time not only to law enforcement but through civic involvement and given of himself to ensure that community needs were are not only heard but addressed and resolved.

**NOW THEREFORE BE IT PROCLAIMED** that the Rowan County Board of Commissioners wishes to express its gratitude to retiring Sheriff Kevin Auten and honors him for devoting decades of his life to the Rowan County Sheriff's Office and the safety and welfare of our community.

This the 28<sup>th</sup> day of November, 2022.

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

ATTEST:

  
\_\_\_\_\_  
Carolyn Barger, MMC, NCMCC  
Clerk to the Board



Equal Opportunity Employer



recycled paper

**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:** Jody Farrow-Bennett; Purchasing Director & Ann Kitalong-Will; Director of Grants  
**DATE:** 12/5/2022  
**SUBJECT:** Amendment No. 1 - McGuireWoods - State Lobbying Services

---

Rowan County has a current contract (22323) with McGuireWoods, LLP for state lobbying services. The current contract is in effect through December 31, 2022 with an auto-renewal clause. This amendment is to formally extend the contract with McGuire Woods, LLP for an additional 12 months, effective January 1, 2023 to December 31, 2023. Not to exceed \$60,000.00 per fiscal year.

Attached is amendment.

Board of Commissioners authorize the County Manager to approve amendment to extend the contract with McGuireWoods, LLP; not to exceed \$60,000.00 per fiscal year.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Amendment #1	11/16/2022	Cover Memo

**FIRST AMENDMENT  
TO  
AGREEMENT FOR SERVICES**

**THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES (“First Amendment”)** made and entered into this \_\_\_ day of December, 2022, by and between **MCGUIRE WOODS CONSULTING, LLC**, a North Carolina limited liability company (“**Provider**”) and **ROWAN COUNTY**, a body politic and subdivision of the State of North Carolina (“**County**”).

**RECITALS**

WHEREAS, County and Provider have previously entered into an Agreement for Services dated the 17<sup>th</sup> day of December, 2021 with an Initial Term beginning January 1, 2022 and ending December 31, 2022, and an Addendum dated the 25<sup>th</sup> of May, 2022 (collectively the “Agreement”); and

WHEREAS, the Agreement provides for automatic renewals, and the County and Provider now desire to amend the Agreement to renew and extend the Term contained in the Agreement as written herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Provider and County hereby modify and amend the Agreement as follows:

1. Paragraph 2 of the Agreement shall be amended by renewing and extending the Term from January 1, 2023 through December 31, 2023.
2. Except as expressly modified and amended by this First Amendment, the Agreement remains in full force and effect according to its terms.

{Signature Page Follows}



Signature Page: First Amendment Rowan County—McGuire Woods

**IN WITNESS WHEREOF**, Provider and County have duly executed and delivered this First Amendment on the date set forth hereinbelow.

**PROVIDER: MCGUIRE WOODS CONSULTING, LLC**

**BY:**

---

**Harrison Kaplan, Member**

**COUNTY: ROWAN COUNTY, a body politic**

**BY:**

---

**Aaron Church, County Manager**

**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; Valerie Steele, Director  
Transit/Airport  
**DATE:** 11/17/22  
**SUBJECT:** Schedule Public Hearing for RTS Combined Capital Application

---

The North Carolina Public Transportation Division released the Combined Capital Transportation Program application for fiscal year 2024. The BOC is the only official applicant for these funds. Rowan County is required to hold another Public Hearing to reflect the changes to vehicle pricing and additional vehicles qualifying for replacement due to cancelled orders from FY 2022.

**Combined Capital (Federal Section 5311, 5311 Appalachian, 5307, 5339)** application will secure 90% grant support for vehicles utilized in the rural and urban areas. In conjunction with submitting these budgets, Rowan County must also execute agreements on multiple Federal and State certifications and assurances.

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. This step requests the Board of Commissioners to publish a public notice in the newspaper that gives the date, time, and place for a public hearing. It is a requirement that the Public Hearing Notice provide a minimum of seven (7) calendar days notice and a maximum of fourteen (14) calendar days notice between the time the notice is published and the actual public hearing date.

**Recommendation:**

That the Board of Commissioners set the public hearing for the RTS FY2024 Transportation Combined Capital application for the next regularly scheduled County Commission meeting, January 3, 2023 at 3:00 PM.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Cover Memo to Request Public Hearing	11/17/2022	Cover Memo
List of Qualifying Vehicles	11/17/2022	Backup Material
Budget Costs and Grant Funding Summary	11/17/2022	Backup Material



# ROWAN TRANSIT SYSTEM

*Be an original.*

2726 Old Concord Road  
Salisbury, NC 28146  
704-216-8888

**TO: Rowan County Board of Commissioners**  
**FROM: Valerie Steele, Airport and Transit Director**  
**DATE: 11/21/22**  
**SUBJECT: Requesting Public Hearing – Updated FY24 Combined Capital Grant Application**

The North Carolina Public Transportation Division released the Combined Capital Transportation Program application for fiscal year 2024. The BOC is the only official applicant for these funds. Rowan County is required to hold another Public Hearing to reflect the changes to vehicle pricing and additional vehicles qualifying for replacement due to cancelled orders from FY 2022.

**Combined Capital (Federal Section 5311, 5311 Appalachian, 5307, 5339)** application will secure 90% grant support for Vehicles utilized in the rural and urban areas. In conjunction with submitting these budgets Rowan County must also execute agreements on multiple Federal and State certifications and assurances.

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. This step requests the Board of Commissioners to publish a public notice in the newspaper that gives the date, time, and place for a public hearing. It is a requirement that the Public Hearing Notice provide a minimum of seven (7) calendar days notice and a maximum of fourteen (14) calendar days notice between the time the notice is published and the actual public hearing date.

**ACTION STEP: Request for the Board of Commissioners to hold a Public Hearing on the FY'2024 Transportation Combine Capital application at the regularly scheduled January 3, 2023 board meeting at 3:00pm.**

*Eligible for replacement in FY24*

26416	Rowan County	2016	CHAMPION	1FDEE3FL4GDC27345 ✓	20 LTV	8/2	3/8/2016	0	119327	NC-18-X037	1000000423
26416	Rowan County	2016	CHAMPION	1FDEE3FL6GDC27346 ✓	20 LTV	8/2	3/23/2016	0	123800	NC-18-X037	1000000423
26416	Rowan County	2015	CHAMPION	1FDEE3FS2FDA23746 ✓		16	1/16/2015	0	142128	NC-18-5311	1000000423
26416	Rowan County	2016	E-350	1FDEE3FS4GDC49112 ✓	20 LTV	10	3/8/2016	0	137706	NC-18-X037	1000000423
26416	Rowan County	2016	E-350	1FDEE3FS4GDC50292 ✓	20 LTV	10	3/8/2016	0	145419	NC-18-X037	1000000423
26416	Rowan County	2018	CHAMPION	1FDEE3FS6JDC20749 ✓	20 LTV	8/2	5/11/2018	0	118046	NC-18-X037	1000000423
26416	Rowan County	2017	TRANSIT	1FTBW3XM1HKA50262 ✓	20 LTV	10	2/6/2017	0	153131	NC-18-X037	1000000423
26416	Rowan County	2017	TRANSIT	1FTBW3XM3HKA50263 ✓	20 LTV	10	2/6/2017	0	170232	NC-18-X037	1000000423
26416	Rowan County	2018	CHAMPION	1FTBW3XM5JKA52943 ✓	20 LTV	8/2	5/9/2018	0	117702	NC-18-X037	1000000423
26416	Rowan County	2017	TRANSIT	1FTBW3XM6HKA37104 ✓	CONVAN	12	1/26/2017	0	168979		1000000423
26416	Rowan County	2017	TRANSIT	1FTBW3XM8HKA50260 ✓	20 LTV	10	2/6/2017	0	129179	NC-18-X037	1000000423

1805

1804

## Funding & Goals

### Proposed Funding

Federal:	80.00000	850,300.00
Federal Non-Billing:	0.00000	0.00
NCDOT:	10.00000	106,287.00
Local:	10.00000	106,288.00
TOTAL:	100.00000	1,062,875.00

**G548**

Description	Emission Type	Budgeted Cost	Quantity	Budgeted Total	Quantity
Raised Roof Van w/lift (Replacement) - Side entry; rear fully automatic interior lift. 2 to 3 Wheelchair Stations. Min. ambulatory capacity - 3 pax; Max. ambulatory capacity-9 pax.	Low Emissions	96000.00	11	1056000.00	00
Optional Engine - Diesel					
Bi-fuel Propane Conversion Kits					
<b>Total</b>				<b>1056000.00</b>	

**G571**

**G591**

**Vehicle Lettering & Logos** - Cost of lettering and/or logos and the labor involved in having the transit system name, phone number, and/or logo applied to vehicles. Costs to be incurred by using a local vendor. (Attach cost estimate for reference only.)

Description	Budgeted Cost	Quantity	Budgeted Total	DOT Rate	Quantity
New	625.00	11	6875.00	0.00	00
<b>Total</b>			<b>6875.00</b>		

ADVANCED 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:** Ed Muire, Planning Director  
**DATE:** November 18, 2022  
**SUBJECT:** URP 2022 Funding Request

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**BACKGROUND**

Through its partnership with the Salisbury CDC, Rowan County has been able to provide a wide range of services to its citizens since 2012 that include: housing rehabilitation, down payment assistance, new construction, foreclosure prevention and credit counselling.

The CDC has received \$132,000 from the North Carolina Housing Finance Agency to administer an urgent repair program for ten (10) homes in 2022-23.

**REQUEST**

Due to the overwhelming need for housing rehabilitation assistance, the CDC is requesting \$10,000 from Rowan County to assist one additional homeowner in this Urgent Repair Program (URP). The URP program offers housing rehabilitation assistance to homeowners in the unincorporated areas of Rowan County and each municipality.

**RECOMMENDATION**

Authorize process (pre-audit, etc.) for appropriation of \$10,000 to be allocated to the Salisbury Community Development Corporation for use in assisting one (1) additional homeowner as part of the URP 2022 program.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
CDC Request	11/18/2022	Backup Material



# Salisbury Community Development Corporation

October 10, 2022

Chanaka Yatawara  
*Executive Director*

Ed Muire, Planning Director

Rowan County

402 N Main Street

**Board of Directors**

Salisbury, NC 28144

David McCoy  
*President*

RE: Urgent Repair Program (URP) 2022

Mae Carroll  
*Vice-President*

Dear Ed:

The Salisbury Community Development Corporation was awarded \$132,000 from North Carolina Housing Finance Agency to meet the urgent home repair needs of 10 (families) residents in Rowan County in 2022. We have also received this grant in year 2020 and 2021.

Jim Greene

Rev. Nilous Avery

Unfortunately, the need to assist very low and low income, elderly and disabled families is increasing and these funds cannot keep pace with the requests we receive. Therefore, we are requesting \$10,000 from Rowan County to meet the need of one additional family.

David Treme

Ed Muire

We look forward to hearing a favorable decision on this request.

Scott Maddox

Dorothy Gill Smith

Sincerely,

Karen Alexander  
*Board Liaison*

Chanaka Yatawara

Executive Director

**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:** Jody Farrow-Bennett; Purchasing Director & Chief Allen Cress; EMS Director  
**DATE:** 12/5/2022  
**SUBJECT:** Award Facilities Foam Trailer Bid to Southeastern Specialty Vehicles

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Rowan County received proposals for two (2) 500 Gallon Attack Foam Trailers for Rowan County Emergency Services - Fire Division. Five bid responses were received. After careful evaluation of experience, completeness of response, exceptions, price and delivery schedule, The County would like to award the bid to Southeastern Specialty Vehicles; not to exceed \$237,488.00.

Based on the 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. The lowest bid (First Class Emergency Vehicles) was rejected due to an incomplete bid document. Pages 4-5 of the bid documents were not completed as required. The responses for vendors confirmation of requirements with authorized initials, are required as part of the bid response.

Attached are the submitted bids from Southeastern and First Class and the bid tab.

Recommendation: Board of Commissioners to award the bid to Southeastern Specialty Vehicles and authorize the Purchasing Director to approve the purchase of two (2) 500 gallon attack foam trailers from Southeastern Specialty Vehicles; not to exceed \$237,488.00.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Southeastern Bid	11/22/2022	Cover Memo
First Class Bid	11/22/2022	Cover Memo
Bid Tab	11/22/2022	Cover Memo

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THIS RESPONSE REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED THE CONTRACT BY THIS AGENCY, WILL REPRESENT THE AGREEMENT BETWEEN THE PARTIES.

Sign in ink in the space provided below. UNSIGNED bids will be considered incomplete and will be subject to rejection.

Name of Firm: Southeastern Specialty Vehicles

Signed (in ink): Jafry D. D...  
 (Signature of Officer of Company)

Title: Regional Sales Manager Date Signed: 11/21/22

Street Address: 911 Martin Creek Rd.

Mailing Address: 911 Martin Creek Rd.

City: Henderson State: NC Zip Code: 27357

Phone Numbers: Phone: 252-908-2501 Fax: N/A

Email Address: fray.daughtridge@ssvsales.com

Trailer Manufacturer: CET

Model Year: 2023 Model Designation: 500 Gallon Attack Foam

Delivery will be made within 180 days of receipt of the purchase order by the Dealer and/or Manufacturer

Unit Bid Price: Unit (Each) \$ 118,744.<sup>00</sup>  
 Total (2 Units) \$ 237,488.<sup>00</sup>



**ACCEPT ONLY THE BEST**

**CET 500 Gallons Foam Trailer  
For Rowan County, NC  
Revised November 15<sup>th</sup> 2022**

**Trailer**

Unit is to be installed on a double axels trailer:

- Heavy Duty Steel trailer w/steel floor
- Trailer to be CET Red
- Plate form trailer dimension to be 192" long x 60" between the two fenders
- Rear tandem axles: 14,000 lbs.
- Electric brakes
- 36" cable with 7-Pins trailer plug
- Wheels shall be galvanised steel and rated at 3520 lbs.
- Sealed DOT lights
- 2-5/16" ball attachment
- LED license plate light and bracket on the left (driver) fender.
- Front jack w/7,000 lbs. capacity w/ safety chains w/12,000 lbs. capacity
- Two (2) rear 5 000 lbs. swivel downrigger stabilizers
- Two (2) Steps, one (1) each side, located on the front of each fender

**Stripping and lettering**

Side, Front and Rear DOT stripping shall be applied on each side of the trailer. DOT stripping will be red and white reflective stripes.

Striping and Lettering shall match the Department's apparatus including 4" White Reflective Lettering with black shadow with 4" lettering saying, "ROWAN COUNTY FIRE RESCUE".

**Rear Chevron**

6" reflective red & yellow chevron stripes shall be applied on the rear of the foam tank.

**Color Coded Arrows**

All piping will be labeled with color coded arrows showing the direction of flow in the pipe.

**Work Platforms**

There shall be an aluminum diamond plate on front A-frame of trailer and under the transfer pump area.

### **Foam Tank**

The water tank shall be constructed of 1/2" thick polypropylene sheet. The material shall be of a certified, high quality, non-corrosive, stress relieved thermos plastic, black in colour with a textured finish, and UV stabilized for maximum protection. The skid type booster tank shall be of a standard configuration and shall be so designed to have complete modular slide in capability. All joints and seams are to be fully nitrogen welded and electronically tested for maximum strength. The unit shall incorporate transverse partitions manufactured for 1/2" polypropylene which shall interlock with a series of longitudinal partitions constructed of 1/2" polypropylene. All swash partitions shall be so designed to allow for maximum water and air flow between compartments and are fully welded to each other as well as to the inside of the tank.

Front and rear walls of the tank shall have a standard built in sight gauge 2" in width, and 70% transparent.

Tank will be baffles in accordance with NFPA bulletin 1906 requirements, latest version.

### **Fill tower and tank cover**

The tank shall be equipped with a fill tower with a 2 vent and manual fill tower cover. The fill tower shall be 25" x 13" rectangular drop-on type cover. The cover shall be fastened to the tower with a tether to prevent loss. The tower shall be located in the right (passenger) rear corner of the tank.

The tank cover shall be constructed of 1/2" thick polypropylene, black in color, UV stabilized.

### **Tank Capacity**

The tank shall have a capacity of 500 U.S. gallons. The tank shall be covered by the *ALL OUT* No-Fault Life Time Warranty.

### **Sump**

There shall be one (1) sump as standard per tank. The sump shall be integral to the tank floor and be a minimum of 1/2" deep recessed into the floor. The sump shall not be visible from or protrude through the bottom of the tank.

### **1-1/2" Tank Drain**

One (1) 1-1/2" tank drain valve shall be installed and finished with 1-1/2" NH-F with a plug and chain. The outlet shall be terminated ahead of the wheels on the right (passenger) side of the trailer.

### **Tank Mounting Blocks**

The cover shall incorporate two (2) mounting blocks that shall be to accommodate two (2) each sliding nut fasteners. These mounting blocks shall be welded at the front of the tank cover.

### **Skid Base**

There shall be a full width skid base manufactured of 3/4" polypropylene welded to the tank.

### **Mounting**

The foam tank shall not be welded or otherwise permanently secured to other components, except the top storage compartments.

### **6" Water Manifold**

All piping shall be stainless steel piping, painted red. The water inlet piping shall consist of a 6" manifold tube. The piping is secured at the rear of the platform of the trailer.

The inlet overboards shall have two (2) 6" NPSH-M to 5" NH-M (NST-M) chrome adaptor, one (1) on each end of the manifold.

The inlet overboards shall have two (2) 5" NH Rocker Female Swivel Thread Gated valve with a 25° Elbow with 5" Storz with 5" Storz chrome cap and chain, one (1) on each end of the manifold.

One (1) 4-1/2" pressure gauge (0-300 psi) shall be tapped into the manifold tube and shall be easily readable from ground.

Two (2) brass drains shall be installed under the manifold.

### **Remote Jet Ratio Controller with Pickup Assembly Discharge Connection**

A matched 1-3% pre-plumbed matched jet-ratio controller shall be mount piped off the 6" water manifold with a 1.5" valve and a chrome cap. The discharge shall have a 2.5" liquid filled 0-300 psi pressure gauge.

### **Trailer Mounted Monitor**

One (1) Akron Apollo Single Inlet Portable and Deck Monitor, 5" Storz Ground Base and Truck mounting flange, model #3416, shall be supplied and installed centered of the water manifold. The monitor shall be supplied with a 5" Storz Ground Baseground base. The ground base shall be secured in the storage compartment.

The monitor shall be provided with handwheel control and manual friction brake operation and be able to travel 360° horizontal and vertical travel from 90° above to 15° below horizontal, with built-in 35° safety stop. The full 3" waterway delivers efficient flows up to 1250 gpm.

One (1) Akron Akrofoam self-educting nozzle, model #4475, designed for educting foam at flow rates up to 1000 gpm shall be provided and installed on the monitor. The nozzle shall have spring loaded baffle that allow flow setting selection of 350, 500, 750 or 1000 gpm with a simple push and turn of the baffle head. The nozzle shall have an adjustable metering head with pick up rates 1% & 3% plus 6% for 350 & 500 gpm and 1% & 3% for 750 & 1000 gpm.

The monitor shall be gated with a 3" Akron fire type quarter turn swing-out valve off the water manifold with 3" stainless steel piping painted red.

### **Two (2) Pre-connect Poly Cross Lays for 1-3/4" Hoses**

Two (2) pre-connect poly cross lays made from polypropylene sheet shall be supplied and installed on top of the rear of the foam tank.

Each cross lay shall be 59" wide x 10" long x 10" high (internal dimensions) and be capable to hold 200' of 1-3/4" jacket fire hoses.

Two (2) 1-1/2" lines shall be piped from the 5" water manifold to cross lays. Each line shall have one (1) 1-1/2" Akron fire type quarter turn swing out valve, one (1) 1-1/2" Akron foam eductor #3125 125 gpm and shall be connected to one (1) cross lay by 1-1/2" high pressure flexible plumbing.

Each cross lay shall have a 1-1/2" NH-M pre-connect 90° swivel elbow.

The cross lays shall have one (1) unique black vinyl snap canvas cover and one (1) unique side nets for all hose tray.

Each area shall be designed to prevent the accumulation of water and allow for ventilation to aid in drying hose in the storage area. Black Turtle Tiles to be installed and bolted on the floor

**One (1) Pre-connect Poly Cross Lay for 2-1/2" Hoses**

One (1) pre-connect poly cross lay made from polypropylene sheet shall be supplied and installed ahead of the 1-3/4" cross lays on top of the foam tank.

The cross lay shall be 59" wide x 12" long x 10" high (internal dimensions) and be capable to hold 200' of 2-1/2" jacket fire hoses.

One (1) 2-1/2" line shall be piped from the 5" water manifold to the cross lay. The line shall have one (1) 2-1/2" Akron fire type quarter turn swing out valve, one (1) 2-1/2" Akron foam eductor #3250 250 gpm and shall be connected to the cross lay by 2-1/2" high pressure flexible plumbing.

The cross lay shall have a 2-1/2" NH-M pre-connect 90° swivel elbow.

The cross lays shall have one (1) unique black vinyl snap canvas cover and one (1) unique side nets for all hose tray.

Each area shall be designed to prevent the accumulation of water and allow for ventilation to aid in drying hose in the storage area. Black Turtle Tiles to be installed and bolted on the floor

**One (1) Dry Poly Cross Lay for 5" LDP Hoses**

One (1) Dry poly cross lay made from polypropylene sheet shall be supplied and installed ahead of the 2-1/2" cross lays on top of the foam tank.

The cross lay shall be 59" wide x 9" long x 10" high (internal dimensions) and be capable to hold 50' of 5" LDP hose.

The cross lays shall have one (1) unique black vinyl snap canvas cover and one (1) unique side nets for all hose tray.



Each area shall be designed to prevent the accumulation of water and allow for ventilation to aid in drying hose in the storage area. Black Turtle Tiles to be installed and bolted on the floor

#### **Open Storage Compartment**

One (1) open storage compartment made from polypropylene, internal dimensions 57" wide x 25" long x 10" high, for the storage of ten five-gallon foam pails, shall be installed ahead of the Dry poly cross lay and behind Storage compartment on the top of the foam tank. Black Turtle Tiles shall be installed and bolted on the floor

#### **Storage Compartment**

One (1) poly storage compartment, internal dimensions 57" wide x 35" long x 16" high, shall be installed ahead of the open storage compartment on the top of the foam tank. The compartment shall have an aluminum diamond plate cover with piano hinged and latch. A weather resistant seal shall be provided on the cover. Black Turtle Tiles to be installed and bolted on the floor

#### **Transfer Pump, 11hp Honda Rotary Gear Gorman Rupp Pump**

The pump shall be a CET 11hp Honda rotary gear Gorman pump and shall be permanently mounted on that rear of the trailer. The pump shall be capable of flowing 50 GPM at 50 PSI.

#### **Transfer Pump Engine**

The pump shall be driven by a single cylinder, gasoline engine powered, 11 horsepower at 3600 rpm. The engine shall be air cooled, 12-volt electric start and recoil rope starter as a back-up system.

The engine shall be fuel from a 6-quart (6.5 liter) integrated gas tank.

The engine shall have his own battery. The battery shall have a box with battery conditioner and weatherproof shoreline plug receptacle.

#### **Transfer Pump Controls**

A control panel shall be the standard Honda control panel supplied and installed on the pump at the front of the trailer.

#### **Stainless Steel Transfer Pump Suction Piping**

All piping on the suction side shall be made of stainless steel (welded joints) painted red. The suction piping, the pump and the discharge shall be tested to 400 PSI.

The suction piping shall consist of a 2-1/2" tank to pump line with a 2-1/2" flexible rubber hump hose to minimize flex and vibration between the pump and the tank.

Between the tank and the pump there shall be a 2-1/2" Akron fire type swing-out valve. This valve shall remain open to pump from the tank.

This pipe shall have a tee into the suction side of the pump and shall continue to the rear of the truck for overboard suction where there shall be an additional 2-1/2" Akron fire type swing-out valve.

The overboard suction connection shall have a 2.5" NST male adapter to a 1-1/2" NH-M inlets Chrome adaptor with 1-1/2" NH Chrome cap with retaining cable.

To draft, the tank to pump valve shall be closed, a suction hose connected to the overboard suction connection and placed in a static water supply, and the primer activated.

#### **Stainless Steel Transfer Pump Discharge Manifold**

All piping shall be stainless steel piping or high-pressure flexible hose. A 2.5" X 2.5" square stainless-steel manifold shall be piped directly to the discharge outlet of the pump. Attached to this discharge manifold, by means of welded stainless-steel pipe nipples, shall be all the discharge valves. All piping shall be painted red.

There shall be a 1-1/2" valve piped from the transfer pump discharge manifold to the tank fill inlet. The valve shall be an Akron fire type quarter turn swing out valve with a handle and shall be connected to the tank by 1-1/2" high pressure flexible hose.

The shall be a second tank fill isolation 1-1/2" industrial brass valve piped on the tank to tank fill line. That will be use to isolate the tank fill line from the tank.

The discharge shall be designed to refill tank in the most efficient manner without foam agitation.

There shall be one (1) 1-1/2" valve piped from the transfer pump discharge manifold to the rear of the trailer. The valve shall be an Akron fire type quarter turn swing-out valve with 1-1/2" NST threads. The valve shall be furnished with a 1-1/2" NST Chrome cap and chain.

There shall be one (1) 1-1/2" valve piped from the transfer pump discharge manifold to the pre-connected hose tray. The valve shall be an Akron fire type quarter turn swing-out valve with a handle and be connected to the pre-connected hose tray by high-pressure flexible plumbing.

#### **Warning Lights**

Mounted on the side wall of the apparatus, Four (4) Whelen M7 series Linear Super LED, two (2) each side, red with clear lens with a chrome flange.

Mounted in the rear of the apparatus, Two (2) Whelen M7 series Linear Super LED, one (1) each side, red with clear lens with a chrome flange.

These lights shall be powered from the vehicle emergency light circuit (on the 7-pin) and with a switch install on the control panel in the pump panel at the front of the trailer

#### **Two (2) Front LED Scene Lights**

Two (2) 1,100 lumens TecNiq swivel LED scene flood lights, model #P04-WBFP-1 shall be installed at the front of the foam tank and connected to electrical circuit of the trailer supply by the 7-pin connector and shall be controlled by a a switch in the pump panel at the front of the trailer

### **Two (2) Rear LED Scene Lights**

Two (2) 1,100 lumens TecNiq swivel LED scene flood lights, model #P04-WBFP-1 shall be installed at the rear of the foam tank and connected to electrical circuit of the trailer supply by the 7-pin connector and shall be controlled by a switch in the pump panel at the front of the trailer

### **Two (2) Wheel Chocks**

Two (2) Medium Kochek Wheel Chocks with storage brackets shall be provided and mounted on driver's side fender.

### **Shipped loose equipments**

- Two (2) 1-1/2" clear PVC suction hose, 120" inch long with 1-1/2" NST end fittings.
- Two each, 18" and a 40" stinger with 90-degree elbow pumping concentrate from 5- and 55-gallon barrels shall be provided. This stinger shall be #80 PVC pipe. The elbow shall have a 1-1/2" NSTF connection and a 1-1/2" ball valve to control the flow of foam at the stinger.
- Two (2) each PVC 1.5 foam fill tube approximately 48" long with shut off valve. Inlet connection on fill tubes to be 1 1/2" NSTF swivel type.
- Two (2) foam pail wrenches
- One (1) Set-Triple Holder (1) K05 Hydrant Wrench & (2) K01 Spanner Wrenches
- Two (2) 120 gpm low expansion nozzle with NST connection and ball valve. Nozzle to be Harrington model HHFN-S4-15NH.
- Two (2) 120 gpm medium expansion nozzle with NST connection and ball valve. Nozzle to be Harrington model HMFN-M4-15NH.
- Eight (8) 50-foot lengths of Mercedes Textiles Kraken EXO Permatak Color treated 1-3/4" fire hose with 1-1/2" NH couplings.
- Two (2) 50-foot length of Mercedes Textiles MegaFlow Breather DJ 5" LDH hose with Storz couplings.
- Eight (8) 50-foot lengths of Mercedes Textiles Kraken EXO Permatak Color treated 2-1/2" fire hose with 2-1/2" NH couplings or equivalent.
- One (1) operational and technical manuals for all equipment and accessories provided.

### **Testing**

The trailer and all products shall be tested after all its associated piping and equipment have been installed. The tests shall be conducted at the manufacturer's approved facility.

### **General Warranty**

CET warrants to the original purchaser that CET will, at its election, either replace or repair any part of the new equipment sold to the purchaser hereunder which has been given no abnormal use; and which has received proper maintenance; and which is determined by CET to be defective in material or workmanship; and which has, within one (1) year after delivery to the purchaser be returned at the purchaser's expense, with transportation charges prepaid, to CET factory OR which has, within one (1) year after delivery to the purchaser, been pre-approved by CET for a third-party to perform the work. All problems shall be reported to CET in writing and damaged parts shall be returned to CET.

### **Exclusions from warranty:**

1. CET incurs no liability under this warranty or otherwise for parts, accessories or components not manufactured by it, but purchased for assembly into the equipment, but CET will assign to the Purchaser whatever warranty rights are extended by the supplier of such part, accessory or component
2. CET incurs no liability under this warranty or otherwise, for equipment which has been abused, altered or improperly maintained, or for equipment which has been returned for inspection or repair more than ten (10) days after defect complained of has been or should have been discovered by the Purchaser, or Equipment which is operated after the defect has been discovered.
3. CET incurs no liability for alteration or repairs unless the Purchaser first receives CET / written consent or approval. CET will not be responsible for work or repairs made or done by others.
4. CET incurs no liability for design alterations, parts, accessories or components which are not standard but are specified by the Purchaser for incorporation into the equipment.

### **Interpretation**

CET shall not be liable for transportation charges either in shipment to or by it and shall not be liable for loss of use, or consequential damage of any kind in connection with the sales, alteration, repair or replacement of any equipment or part thereof. Liability under this warranty shall be limited to replacement or repair and in any event shall not exceed the purchase price paid. This warranty is not transferable by the Purchaser. CET reserves the right to make changes in design or add any improvements to the Equipment at any time without incurring any obligation to install or modify same on other equipment previously supplied.

There are no other warranties, conditions or representations, expressed or implied, except the above.

**CET Water/Foam Tank Warranty Limited Lifetime**

CET Fire Pumps, Mfg. warrants each CET water and/or foam tank to be from manufacturing defects in material and workmanship for the service life of the original vehicle. Every CET tank shall be thoroughly inspected and tested for leaks before leaving our facility and must be installed in accordance with the CET Fire Pumps, Mfg. installation guidelines.

CET will repair or, at its option, replace the tank with a new tank. CET will cover customary and reasonable costs to remove and install the tank. This warranty will not cover the tanks that have been improperly installed, misused, or abused. The serial number must not have been altered, defaced or removed. CET will not cover any unauthorized third-party repairs or alterations. Any of these actions may void the warranty.

There are no warranties, expressed or implied, which extend beyond the description of the face, hereof. There is no express or implied warranty of merchantability or a warranty of fitness for a particular purpose. Additionally, this warranty is in lieu of all other obligations or liabilities on the part of CET Fire Pumps, Mfg.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly canceled. CET Fire Pumps, Mfg. neither authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

In no event will CET Fire Pumps, Mfg. be liable for an amount in excess of the currently published retail price plus installation and removal cost of the tank, for any loss or damage, whether direct or indirect, incidental, consequential, or otherwise arising out of failure of its product.

This warranty gives you the specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

The warranty is transferable within the United States and Canada at the discretion of CET Fire Pumps, Mfg. by notifying CET Fire Pumps, Mfg. within thirty (30) days of the vehicle transfer date. At that time, CET will, at its discretion, provide a transfer of ownership form.

**Manufacturer's discretion**

Materials, parts, or procedures used are subject to change at manufacturer's discretion at any time to provide equal or better products.

Certificate of Registration



global assurance

This is to certify that the Quality Management System of:

**C.E.T. Fire Pumps MFG Limited**

75 rue Hector  
Pierreville QC J0G 1J0  
Canada

(Central function listed above. See appendix for additional locations)

applicable to:

**Design and manufacture of fire equipment**

has been assessed and approved by  
National Quality Assurance, U.S.A., against the provisions of:

**ISO 9001:2015**



For and on behalf of NQA, USA

Certificate Number: 15849/1  
EAC Code: 18  
Certified Since: May 11, 2015  
Valid Until: May 9, 2024  
Reissued: June 4, 2021  
Cycle Issued: June 4, 2021

Prior Cycle Exp Date: May 9, 2021



This approval is subject to the company maintaining its system to the required standard, which will be monitored by NQA, USA, 289 Great Road, Suite 105, Acton, MA 01720, an accredited organization under the ANSI National Accreditation Board.



**ACCEPT ONLY THE BEST**

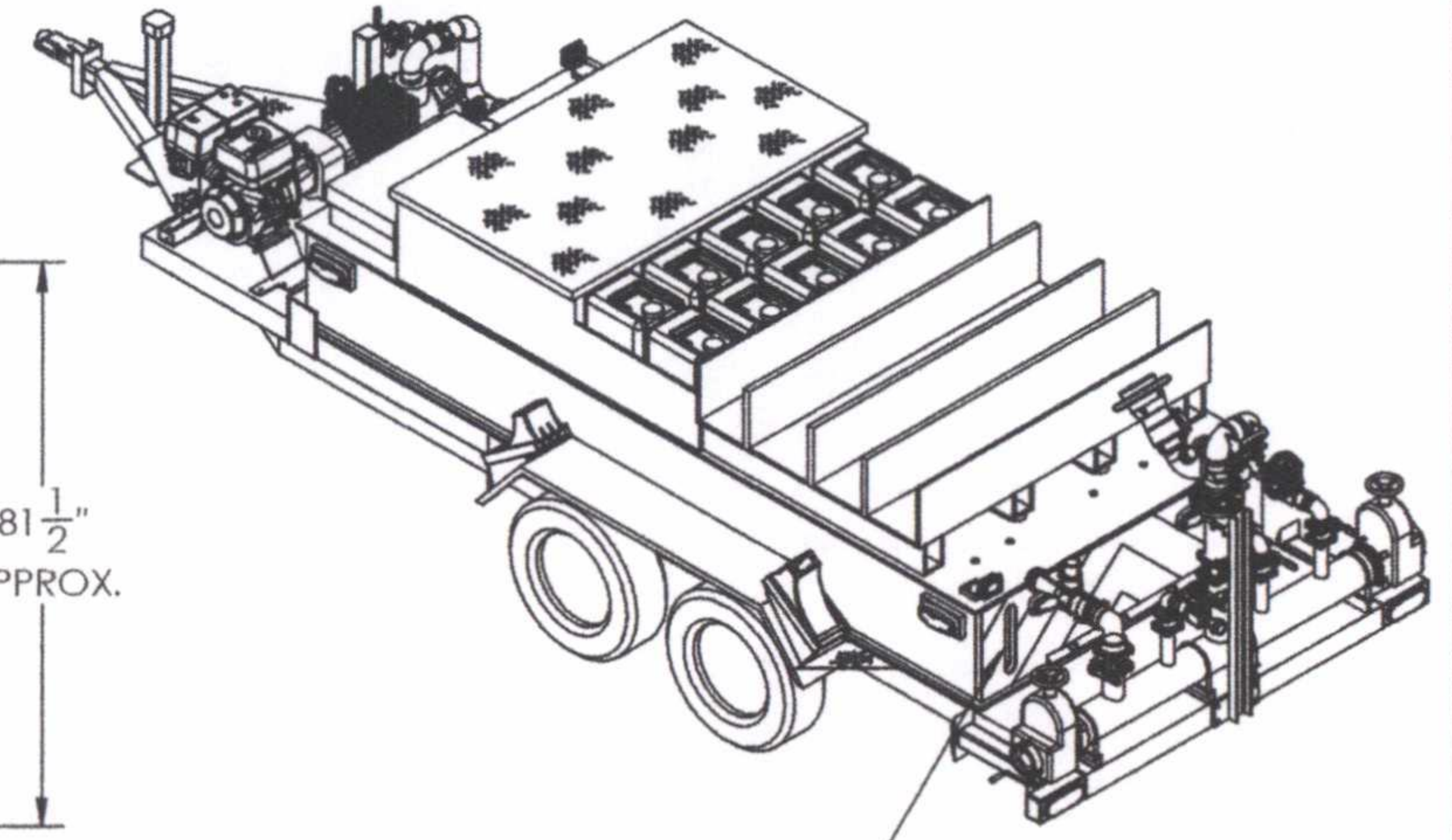
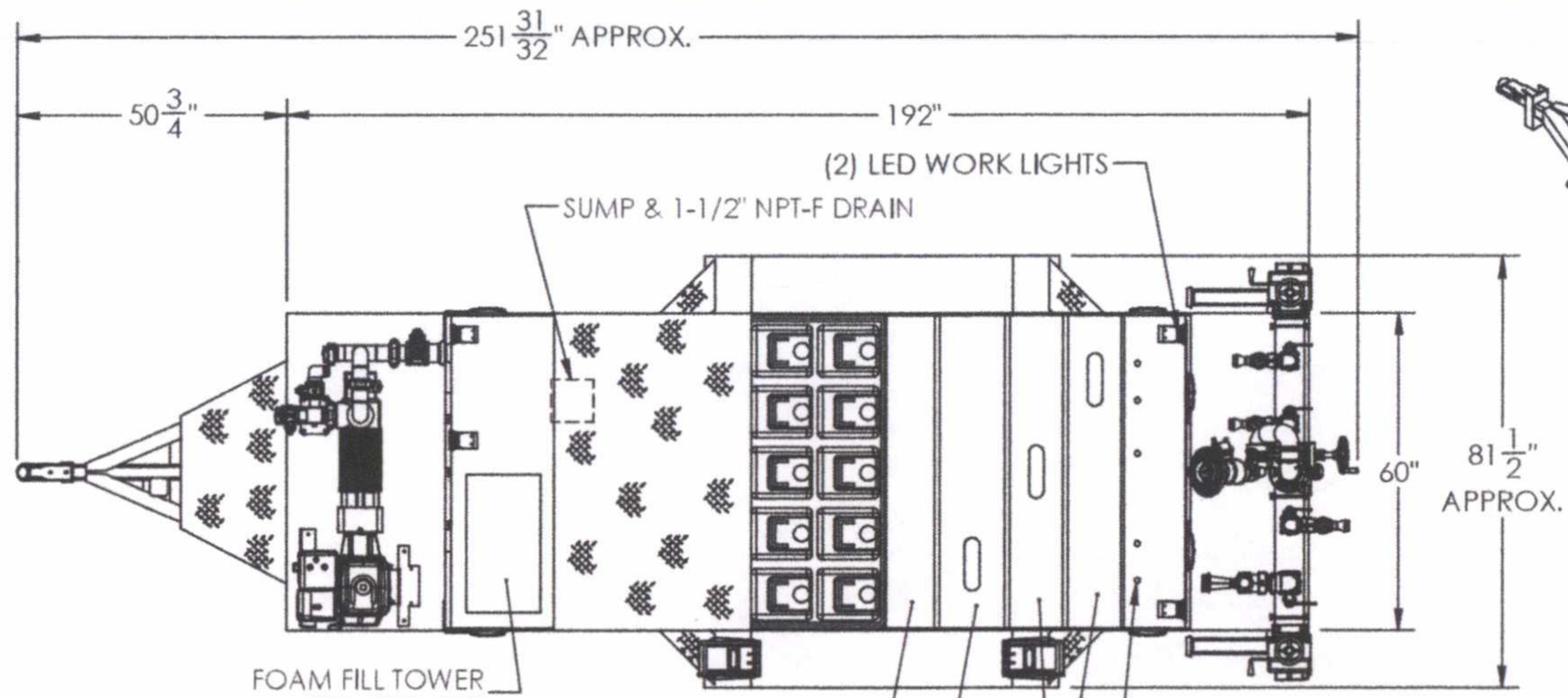
**Trailer Reference List for  
For Rowan County, NC**  
Revised October 25<sup>th</sup> 2022

Fire Department	Country	State	Qty
Las Vegas	US	NV	1
Broward Fire Rescue	US	FL	1
Québec	Canada	QC	1
Boston	US	MA	1
Jefferson City	US	MO	1
Cleveland	US	OH	1
Minot	US	ND	1
DynCorp International LLC	US	N/A	1
Fort Smith	US	AR	1
Chimie ParaChem S.E.C	Canada	QC	1
WFR - Wholesale Fire & Rescue Ltd	Canada	AB	1
North Star BlueScope Steel LLC	US	OH	1
Amini Roshandel Group 2x	Foreign	N/A	2
Fort Keyera	Canada	AB	1
Harris Nuclear Plant	US	NC	1
Richmond Airport	Canada	BC	1
Potash Corp Mining	Canada	AB	1
Kevin Garringer Henry County	US	OH	1
Shell Canada	Canada	QC	1
ERAC - Emergency Response Assistance Canada	Canada	N/A	4
Fort Drum	US	NY	1
Vopak - GCM Consultants	Canada	N/A	1
Motion Canada	Canada	BC	1
ERAC - Emergency Response Assistance Canada	Canada	N/A	2
Husky	Canada	AB	1
BGS - Bunker Gear Specialists	US	LA	2
Special Boat Team 22 (SBT-22)	US	CA	1
Langley AFB, Imperial Beach Guns	US	VA	1

Fire Department	Country	State	Qty
Ability With Innovation (AWI)	US	TX	1
Sheppard, TX 82 CES/CER	US	TX	1
Sopfeu - Société De Protection Des Forêts Contre Le Feu	Canada	QC	1
Whitehand Group	Foreign	N/A	1
Formation incendie Bergeron	Canada	QC	1
Vale - K&D Pratt	Canada	NL	1
BGS - Bunker Gear Specialists	US	LA	2
US Air Force	US	CA	1
Alcom Medikal LTD	Foreign	N/A	1
American Ert	US	TN	1
Finley Fire Equipment	US	OH	1
Manitoba Hydro	Canada	MB	3
US Air Force	US	CA	1
US Air Force	US	MD	2
DeForest-Windsor FD	US	WI	1
US Oil Houston Terminal	US	TX	1
TVA Safety & Emergency Training	US	TN	1
Vaudreuil	Canada	QC	1
Nalcor Energy	Canada	NS	1
Lanxess Canada Ltd	Canada	ON	1
Lyondell Basell	US	TX	1
Emnes Energy & Marine SDN BHD	Foreign	N/A	1
East Manatee, FL	US	FL	1
Phillips 66 - Ferndale Refine	US	WA	2
Lackland FD	US	TX	1
City of Mobile	US	AL	1
Dominion Energy	US	VA	1
EMEC	Foreign	N/A	1
NEC Technical Systems Limited	Foreign	N/A	2
Esterhazy Mining	Canada	AB	1
Acushnet Fire	US	ME	1
Westford	US	MA	1
Metropolitan WA Airports, Dulles Int Airport	US	VA	1
US Army	US	N/A	1
Alabama Power Barry Steam Plant	US	AL	1
Lachute	Canada	QC	1
Sapphire Gas Solutions	US	FL	1
EcoPetrol Casa Inglesia	Foreign	N/A	2
Mellissa	US	TX	1
Jefferson Energy	US	TX	1



Fire Department	Country	State	Qty
Tennacor Canada Inc.	Canada	AB	2
US Army	US	FL	1
Mississippi Board of Animal Health	US	MS	1
		Total	85



FOAM FILL TOWER  
25" x 13" x 7"H

POLY DRY HOSE TRAY  
INT. DIMENSIONS: 59" x 9" x 10"H  
HOSE CAPACITY: 100' x 5"  
W/ CANVAS (NOT SHOWN)

POLY PRE-CONNECT HOSE TRAY  
INT. DIMENSIONS: 59" x 12" x 10"H  
HOSE CAPACITY: 200' x 2-1/2"  
W/ CANVAS (NOT SHOWN)

1" NPT-F  
PICK-UP TUBES (5)

(2) POLY PRE-CONNECT HOSE TRAY  
INT. DIMENSIONS: 59" x 10" x 10"H (EACH)  
HOSE CAPACITY: 250' x 1-1/2" (EACH)  
W/ CANVAS (NOT SHOWN)

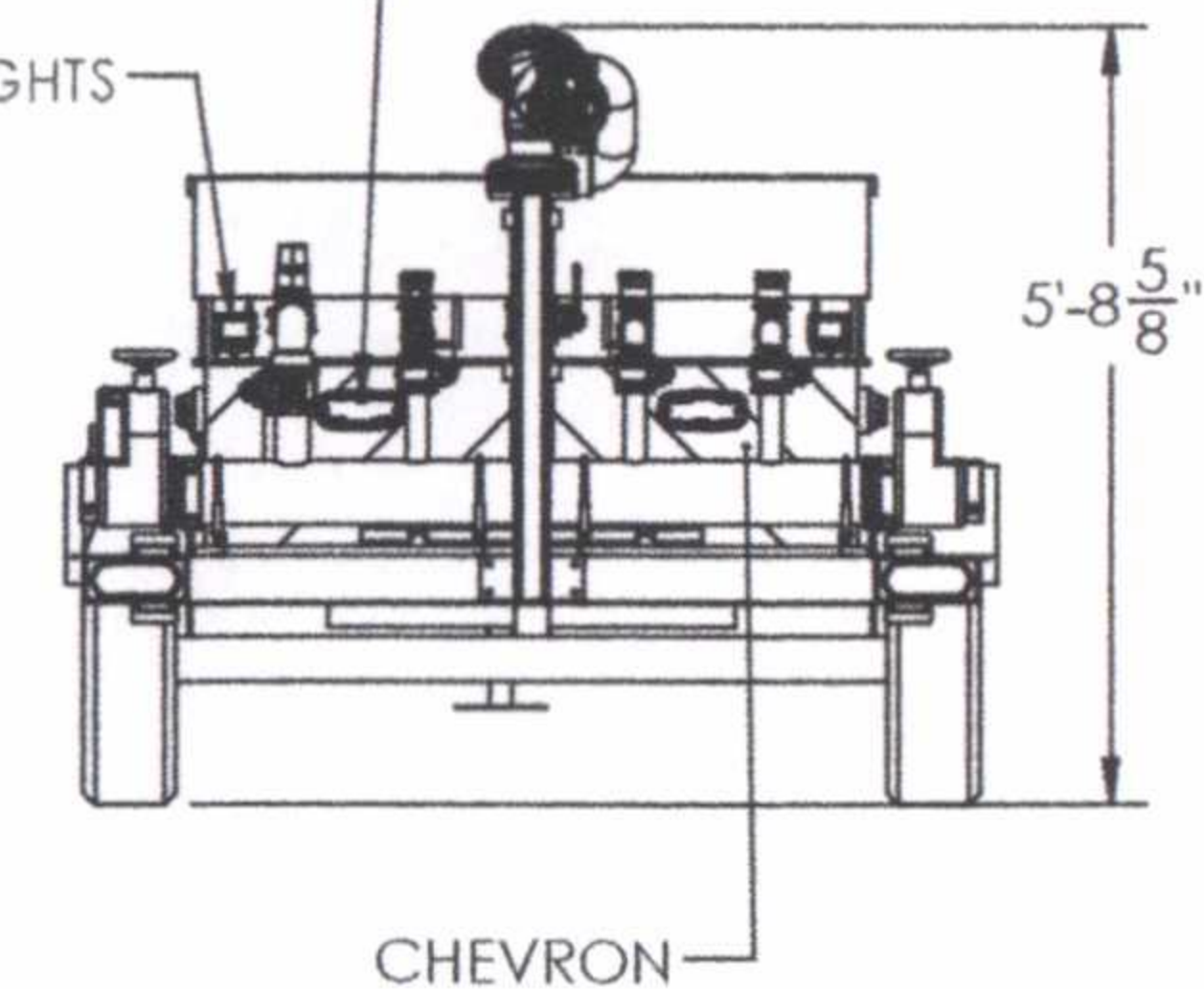
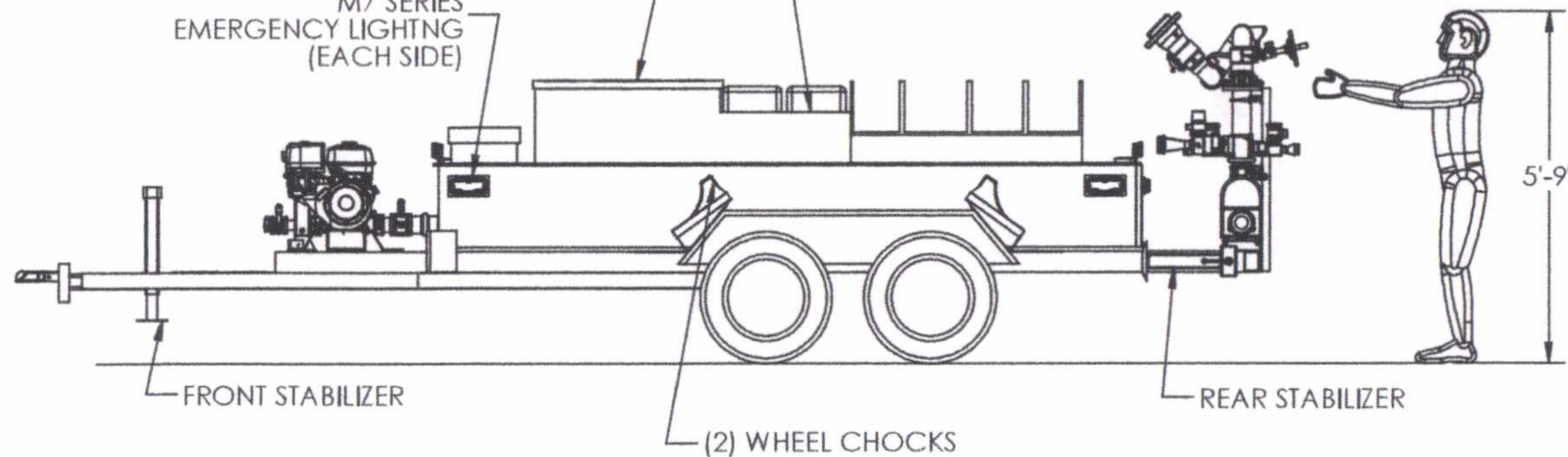
POLY COMPARTMENT  
INT. DIMENSIONS: 57" x 35" x 16"H  
W/ ALUMINUM LID

STORAGE COMPARTMENT  
INT. DIMENSIONS: 57" x 25" x 10"H  
CAPACITY: 10 FOAM PALES  
(FOAM PALES NOT INCLUDED)

(2) WHELEN SUPER LED  
M7 SERIES  
EMERGENCY LIGHTING  
(EACH SIDE)

(2) WHELEN SUPER LED  
M7 SERIES  
EMERGENCY LIGHTING

(2) LED WORK LIGHTS



	CREATED	TITLE :	ROWAN COUNTY, NC	<b>WARNING</b>  THIS DOCUMENT REMAINS THE PROPERTY OF C.E.T. FIRE PUMPS MFG.  ALL REPRODUCTION WITHOUT WRITTEN AGREEMENT FROM C.E.T. FIRE PUMPS MFG IS TOTALLY PROHIBITED.
	BY: M.V.		500 U.S. GAL. FOAM TRAILER	
	DATE: 2022-10-24	No:	TR-1214-0701	
	VERIFIED			
	BY: M.V.			
	DATE: 2022-10-24			



## **INVITATION TO BID**

**FOR**

**ROWAN COUNTY**

**Two (2) 500 Gallon Attack Foam Trailers  
# 2023-007a**

**ROWAN COUNTY**

130 West Innes Street

Salisbury, NC 28144

704-216-8178

[jody.farrow-bennett@rowancountync.gov](mailto:jody.farrow-bennett@rowancountync.gov)

Date Issued: Tuesday, November 8, 2022

Date Due: Monday, November 21, 2022, at 3:00 PM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

**NOTICE TO BIDDERS**

**INVITATION TO BID**

**Two (2) 500 GALLON ATTACK FOAM TRAILERS**

Rowan County is re-bidding project #2023-007 and is requesting bids on two (2) mobile 500 Gallon Attack Foam Trailers to be used as firefighting units. 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 Foam Trailers will be accepted until November 21, 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: Jody Farrow-Bennett, Purchasing Director  
130 West Innes Street, Suite 31  
Salisbury, NC 28144  
704-216-8178  
[jody.farrow-bennett@rowancountync.gov](mailto:jody.farrow-bennett@rowancountync.gov)  
<https://www.rowancountync.gov/675/Purchasing>

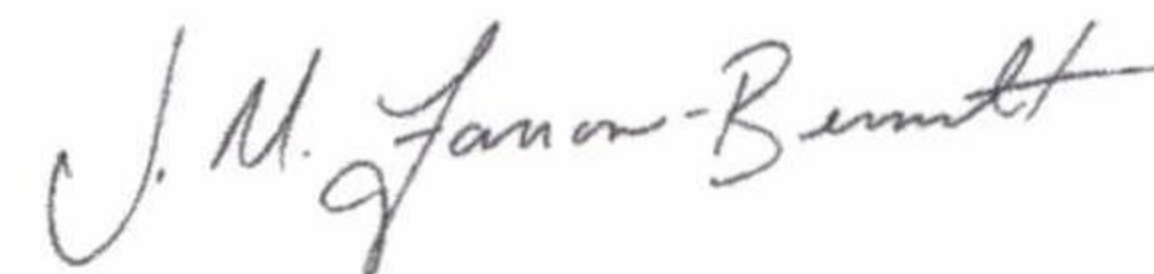
Submission of any bid signifies the Bidder's agreement that their bid and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

Once the ITB is public all questions related to the ITB shall be directed to the Purchasing Director. 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 8<sup>th</sup> day of November 2022.

Rowan County



By: Jody Farrow-Bennett  
Director of Purchasing

### **Intent of Request for Bids**

The following specifications are for a mobile foam trailer of 500-gallon capacity with various options and accessories for use as a firefighting unit. The trailers shall be able to proportion Class A and B type concentrates.

The trailers are intended to be towed by a support vehicle to the scene of a fire and/or various types of spills for the purpose of resupplying foam concentrate to fire apparatus and/or proportioning foam for fire attack. A one-person operation shall allow for the proportioning and resupplying of foam concentrate to the operating vehicles at the scene of major incidents.

Product shall be completely brand new and of the best quality materials currently used in commercial practice for emergency vehicle fabrication. Materials that deteriorate when exposed to sunlight; extreme weather or operational conditions shall not be used or shall have a means of protection against such conditions that will not prevent compliance with performance standards. Protective coatings that chip, crack, or scale with age or extremes of climatic conditions or an exposure to heat or cold shall not be used.

The Vendor shall demonstrate that the product offered for these trailers are a proven type of foam resupply trailer of a type that has been manufactured for (and successfully used by) other emergency services. The vendor shall be certified to the ISO 9000:2001 standard. A user list of at least 75 trailers in field use must be submitted. The trailers must be road tested prior to delivery.

The foam resupply trailers offered shall comply with all applicable and Motor Carrier Safety Regulations concerning size, weight, brakes, lights, load rating and balance. Conformance must meet FMVSS # 108, FMVSS #115, FMVSS # 120, and FMVSS # 125 as stated in FCR title 49. The trailers shall comply with the NFPA 1901-chapter 26 Standard on fire department trailers.

Weight shall be distributed equally as practical over the axles and tires of the fully loaded vehicle. Fully loaded units that are unbalanced during stand-alone or while being towed will not be accepted. Tires shall have equal axle or exceed weight rating.

The use of proven nonmetallic materials in lieu of metal is permitted if that use contributes to reduced weight, lower cost or less maintenance and there is no degradation in performance or increase in long term operations and maintenance costs.

The foam resupply trailers must be constructed with lowest possible center of gravity when fully loaded with foam concentrate, tools and the appliances specified herein. Performance must be commensurate with smooth and safe highway and moderate off highway operation. Proper weight and balance configuration is essential.

### **Instructions For Respondents**

This specification establishes standards for the design, construction, and performance of two (2) 500 Gallon Attack Foam Trailers.

**Responses will not be accepted after the due date and time stated in the RFP.**

Payment shall be made in accordance with these specifications and the Response submitted by the Respondent. Payment will be made upon acceptance of the vehicle(s) and equipment specified in this document.

Responses received shall be evaluated by the County. This evaluation will be based on but not limited to; references and/or manufacturer's experience, completeness of response, exceptions, price, and delivery schedule. Price alone will not be considered the determining factor in selection of the supplier.

Responses taking total exception to these specifications will not be accepted.

Any exception to the provisions in these specifications must be marked in the body of this document and itemized on a separate attached page(s) titled **EXCEPTIONS**. Referenced by section and paragraph, a detailed explanation of the exception shall be provided along with by the respondent's alternative response.

Responses not following this format shall not be considered. **NO EXCEPTIONS TO THIS SECTION.**

The respondent shall indemnify and save the County harmless from any and all claims, liability, losses, and causes of actions which may arise out of the fulfillment of this agreement. The Respondent shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may ensue thereafter.

Failure to deliver any part of the order to the terms required may be considered by the respondent as a breach of contract. In such case the vehicle/equipment may be rejected, and the purchaser shall retain the right to require forfeiture of the full amount of the Performance Bond (if required) as liquidated damages.

Failure to deliver the vehicles as specified in this RFP within 180 days of the receipt of the Purchase Order shall allow the County to invoke a penalty for non-performance. That penalty, in the amount of \$200 per day per unit for every day beyond the 180 days specified, may be wholly or partially enforced at the discretion of the County.

Is this requirement understood and met?  
Yes  No  Respondent's initials: JD

When submitting their Response, Respondents must return all pages of these specifications as part of the Response as it will form the Contract between the respondent and the County. Caution should be taken by the Respondent that all questions are answered in the spaces provided and that all information requested is provided.

It is the Respondent's responsibility to be familiar with all federal, state, and local laws, ordinances, codes, and regulations concerning the submission of this RFP and the work it effects. Ignorance of said enactments shall not relieve the Respondent of responsibility to comply or complete the work as proposed.

In the event a clarification is requested on the contents of this specification, the question shall be addressed via email or in writing to:

Rowan County Purchasing Department  
Attn.: Jody Farrow-Bennett  
130 W. Innes Street  
Salisbury, NC 28146-8388  
[jody.farrow-bennett@rowancountync.gov](mailto:jody.farrow-bennett@rowancountync.gov)

When a Respondent requests clarification, a copy of the request and the County's reply will be forwarded to all Respondents.

The vehicle(s) shall, at the time of delivery, conform to the minimum requirements of the latest standards covering vehicles of this type. This shall include Federal, State, and local requirements.

In the event the respondent represents more than one foam trailer manufacturer meeting the manufacturer requirements outlined herein, then the respondent shall "only" offer the highest quality vehicle(s) that the respondent represents. Multiple responses from the same respondent on different manufacturers may be accepted if more than one manufacturer exhibits the same quality standards. This purchaser is seeking quality equipment. Respondents are asked to offer only the product(s) of the highest level of quality represented by that respondent.

Is this requirement understood and met?  
Yes  No  Respondent's initials: DF

By signing this document, the Respondent agrees that this Response is made without any understanding, agreement, or connection with any other person, firm or corporations making a response for the same purpose, and that this response is in all respects fair and without collusion or fraud.

Current literature and detailed specifications on the unit proposed shall be included with the response submittal.

#### **TYPE OF RESPONSES TO BE SUBMITTED**

The information requested within the response must be furnished in full. Any respondent not completing this response or not furnishing any required information will not be considered. If a respondent will not furnish a material or fabrication process exactly as described in this specification, then that difference must be designated in the list of exceptions. If a substitution is being proposed, then the respondent must note the section to which the alternative is being proposed and provide technical data, supported by an engineer, supporting the fact that the substitute is equal to or better than the item as specified. If this data is not submitted by the deadline for approved equal request and approved; if a bid is then submitted in the bid response, then the response shall be rejected as being non-compliant. Respondent added narrative describing a substitution as being clarification, exceeding, being equal to, etc. will not be accepted. Statements such as these, with or without the technical data described in this section, will cause the response to be rejected as being noncompliant.

This County reserves the right to require samples of any deviating material to be provided for evaluation.

Does the respondent comply with these requirements? Yes  No

**Important Dates**

Issue Date:	Tuesday, November 8, 2022
Deadline for Submitting Bids:	Monday, November 21, 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 2023-007a Foam Trailer"**.

Bidders must submit one original sealed bid.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

This will be a public bid opening. Once bid is awarded all bidders will receive notification.

Sealed Bids are due on Monday, November 21, 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 Tuesday, November 15, 2022. These written questions or requests must be submitted to Jody Farrow-Bennett, Purchasing 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 Wednesday, November 16, 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.

**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.

**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.

## **Rowan County Fire Protection District**

### 500 Gallon Attack Foam Trailer

#### **TABLE OF CONTENTS**

#### **Section I – Trailer, Tank, and Compartments**

- Subsection A – Trailer Unit
- Subsection B – Foam Tank
- Subsection C – Fire Attack Equipment
- Subsection D – Compartments / Storage

#### **Section II – Pump**

- Subsection A – Pump
- Subsection B – Pump Connections and Piping

#### **Section III – Painting, Striping, Lettering and Labels**

- Subsection A – Painting
- Subsection B – Lettering and Striping
- Subsection C – Labels

#### **Section IV – Warranties**

- Subsection A – Trailer and Tank Warranty
- Subsection B – Other Warranties

#### **Section V – Loose Equipment**

**Detailed Request for Proposal Specifications**

**I. TRAILER, TANK, AND COMPARTMENTS**

**A. TRAILER UNIT**

1. Size:
  - Not to exceed (approx.) 276" long, 96" wide, 84" high when measured from the ground surface.
2. Frame Weldment
  - The main trailer platform, cross members and a-frame hitch shall be constructed from rectangle tube steel or C-Chanel. Frame cross members shall be adequately spaced to support the load of the tank as required by the tank manufacturer. A channel shaped rear bumper shall be included at the rear behind the tank to protect the rear of the tank. The lights shall be installed in with protection along the bumper.
3. Axles:
  - Tandem 6,000-pound sprung axles are to be used on the trailer. Each wheel is to have an individual electric brake.
4. Tires and Wheels:
  - Minimum 16 ply tires with a capacity of 3,500 lbs. each at 80 PSI. Wheels preferred to be painted steel white spoke style 16 X 6 rated at 3,050 lbs. each. Chrome center caps and lug nuts shall be provided.
5. Tow Coupler:
  - The drawbar coupler shall be sized to fit a 2 5/16" ball and shall be adjustable in height. Safety chains rated 12,000 lbs. per pair shall be provided at the front of the trailer. A breakaway line must be provided to activate brakes should the trailer become uncoupled from the tow vehicle.
6. Jacks/Stands:
  - Three heavy-duty pound crank down detachable type stands shall be mounted to provide support during standalone trailer operations. A minimum 5,000 lb stand on the front and two 2,000 lb. stands, one each side, at the rear shall be provided. Rear jacks shall be removable.
7. Wheel Chocks:
  - A set of aluminum wheel chocks, approved for the tire diameter provided, shall be provided to retain the trailer when uncoupled from the tow vehicle. They shall be mounted in brackets secured to the angled surfaces of the street side fender.
8. Trailer Power Cord:

- A round 7 blade RV type male connector shall be provided at the extreme front of the nose tube with at least a 36" cord extending beyond the front of the trailer. A wiring diagram for proper interface between the tow vehicle and the trailer shall be provided. The main power cord shall terminate into a main sealed junction box located under the nose of the trailer. All wiring shall extend from this box as required. Wiring shall be heavy-duty, all-weather type insulated sized properly for all applied loads and protected from damage by foam concentrate overflow and normal use. All wiring to be GXL cross linked with color coded function as practical. All wiring shall be protected and firmly attached to the frame.
9. DOT Lighting and Reflectors:
- The trailer lighting shall comply with FMVSS section 108 of FCR 49. There shall be two combination LED stop-tail-turn lights mounted into a channel bumper at the rear of the trailer. Individual LED clearance lights on brackets shall mark the corners and rear of the trailer as required. An LED license plate light and bracket shall be located on the street side rear tapered plane of the fender. Reflectors shall be located on the sides and rear of the trailer frame.
10. Warning Lights:
- There shall be two 12 volt 3" x 7" LED red flashing warning lights mounted on the rear and both sides of the trailer for a total of 6 lights. These shall be powered by the tow vehicle and shall be switched at the front of the trailer. There shall be four 12-volt LED white platform lights provided. There shall be two in the pump area and two at the rear in the work areas. These shall also be powered by the tow vehicle and switched at the front of the trailer.
11. Wiring:
- Heavy-duty all-weather type insulated wire sized properly for all applied loads and protected from damage by foam concentrate overflow and normal use. All wiring shall originate from front trailer plug. An electrical schematic is to be provided for wiring tow vehicle.
12. Work Platforms:
- There shall be one aluminum diamond plate platform on front A frame of trailer (aft of hitch) and one aluminum plate platform shall be provided at the rear of the trailer. A side running board step shall be provided ahead of and behind the fenders on each side for safe access to accessories located on top of the tank.
13. Gross Vehicular Weight (GVW):

- The GVWR of the trailer shall not exceed 12,000 pounds.

**B. FOAM TANK:**

1. Size:

- The 500-gallon PT II E propylene foam tank shall be manufactured by United Plastic Fabricating or approved equal. Low center of gravity type with adequate baffles.

2. Gauge:

- Clear visual liquid level site gauge convenient to operator's area at the front and the rear of the trailer.

3. Fill Tower:

- Two can Poly-tub with hinged liquid tight cover that will prevent foam concentrate from splashing out of the fill tank during movement and provides for reverse filling to control agitation.

4. Vents:

- Two 2" pressure/vacuum vents shall be installed into the foam fill tower.

5. Drain:

- 1.5" NSTFS drain with valve shall be plumbed off the sump. A plug and chain shall be provided. Outlet shall terminate ahead of the wheels on the passenger's side of the trailer.

**C. FIRE ATTACK EQUIPMENT**

1. Attack Hosebeds:

- Provide two (2) cross lay hose beds across the tank at the rear of the trailer. The cross lay hose beds shall be capable of containing 200' 1.75" DJ fire hose. Each cross lay shall have a pre-piped 0-.25-.5-1-3-6% 95 GPM eductor with a 2" bronze quarter turn valve plumbed off a dual inlet 6" water manifold. The discharge shall terminate in the hose bed with a 90-degree continuous swivel with 1-1/2" NST male hose threads. Provide a single cross lay hose bed across the tank at the rear of the trailer ahead of the 1 3/4" hose beds. The hose bed shall be capable of containing at least 200' of 2.5" DJ fire hose. The cross lay shall have a pre-piped 0-.25-.5-1-3-6% 250 GPM eductor with a 2-1/2" bronze quarter turn valve plumbed off a dual inlet 6" water manifold. The discharge shall terminate in the hose bed with a 90-degree continuous swivel with 2-1/2" NST male hose threads. A cross lay hose bed shall be provided in front of the 2-1/2" cross lay bed capable of containing at least one 50' lengths of 5" LDH hose.

2. Foam Monitor:

- Provide a pre-piped, demountable 1-3% 500-gpm self-educating foam monitor with matching ground base. The ground base shall have a 5" storz inlet. The monitor shall be a lightweight type with truck mount. Monitor to be plumbed off 6" manifold with a 3"

riser with a 3" bronze body ¼ turn valve. The ground base shall be mounted to the trailer with the appropriate brackets.

3. Remote Proportioning:

- A jet pump that is matched to the 500 GPM foam nozzle shall be piped off the 6" water manifold with a 1.5" valve, a 2-1/2" 0-300 psi gauge and a chrome cap. The foam pick up line for this jet pump shall have a 1%-3% selector valve. The jet pump shall have a 1.5" quarter turn valve and a 1-1/2" NSTM discharge.

4. 6" Manifold:

- There shall be a 6" stainless steel manifold provided at the rear of the trailer. It shall terminate in 5" chrome NST adapters on each side. The manifold shall be equipped with two 5" gated storz inlet valves with caps. The manifold shall have a 4-1/2" liquid filled pressure gauge and a .75" brass drain.

5. Hose bed cover:

- There shall be a single vinyl hose bed cover provided for the three preconnected attack hose beds and for the one 5" LDH supply line hose bed. The hose bed cover shall be black vinyl and will have snaps to secure it to the hose bed walls.

**D. COMPARTMENTS / STORAGE**

1. Top Compartment:

- A covered storage compartment for storage of the suction hose and loose equipment shall be provided on top of the tank. The compartment walls shall be integrally welded to foam tank. A gasketed hinged aluminum diamond plate cover with a latch shall be provided.

2. Open top storage.

- An open top dunnage area for the storage of ten to fifteen five-gallon foam pails shall be provided on top of the foam tank.

**II. PUMP**

A. Pump

- One bronze gas-powered rotary gear transfer pump with a flow rate of 50 GPM at 50 psig shall be provided. Pump is to have electric start, integral fuel tank, battery, and recoil start back up. An adjustable relief valve shall be provided and shall be piped back to the foam tank. The return port in the tank shall have an internal pipe that discharges the foam at the bottom of the tank to reduce agitation.
- A 12-volt battery to start the pump is to be provided in a weatherproof box with enclosed battery conditioner and weatherproof shoreline plug receptacle.

B. Pump Connections and Piping

- The permanently mounted pump shall be capable of pumping foam concentrate from the tank or from 5- or 55-gallon drums and supplying it to a remote location such as other foam consuming apparatus.
- NOTE: All pipes shall feature easy maintenance and/or replacement using grooved couplings. All concentrate piping shall be brass or 304 grade stainless steel. All valves to be bronze full flow port and shall be quarter turn commercial type.
- All piping will be labeled with color coded arrows showing the direction of flow in the pipe.

#### **SUCTION**

- Provide one valved 1-1/2" suction line from the foam tank to the foam pump. A second 1-1/2" tank isolation valve in this line shall be provided at the tank for pump service.
- Provide one valved 1-1/2" male NSTM branch inlet on main tank to pump (suction) line to allow a suction hose to be connected to the pump and onload the 500-gallon foam tank. Provide a cap with a tether for this 1-1/2" inlet.

#### **DISCHARGE**

- Provide one valved 1-1/2" NSTM discharge outlet from the foam pump with a chrome cap and chain. Provide one valved 1-1/2" tank fill line from the foam pump to the foam tank. The internal tank fill pipe is to extend into and towards the tank bottom to limit foam agitation while filling. A second 1-1/2" tank isolation valve shall be provided in this line at the tank for pump service.

### **III. PAINTING, LETTERING, STRIPING AND LABELS**

**A. PAINTING** – The steel trailer frame weldment shall be sand blasted prior to painting. A proven paint system shall be used to prime and paint both the foam resupply trailer only. The color shall be red.

- The polypropylene foam tank shall remain unpainted.

**B. LETTERING AND STRIPING:**

- Striping and Lettering shall match the Department's apparatus including 4" White Reflective Lettering with black shadow with 4" lettering saying, "ROWAN COUNTY FIRE RESCUE". A 6" chevron pattern of red and yellow strips shall be provided on the rear of the trailer.

**C. LABELS:**

- All devices will have fixed weatherproof labels or tags. Instructional plates will be mounted directly adjacent to operational controls.

### **IV. WARRANTIES**

**A. TRAILER AND TANK WARRANTY**



- Provide a (1) year warranty on each trailer frame and components. (Except tires, storage batteries, electric lamps and other devices subject to normal deterioration) Workmanship carries a 1-year warranty. Provide a lifetime warranty on the foam tank.

**B. OTHER WARRANTIES**

- All additional equipment shall be covered by the individual manufacturer's warranty.

**V. LOOSE EQUIPMENT SUPPLIED:**

**A.** Provide the following accessories for use with the foam resupply trailers.

1. Two (2) 1-1/2" clear PVC suction hose, 120" inch long with 1-1/2" NST end fittings. Two each, 18" and a 40" stinger with 90-degree elbow pumping concentrate from 5- and 55-gallon barrels shall be provided. This stinger shall be #80 PVC pipe. The elbow shall have a 1-1/2" NSTF connection and a 1-1/2" ball valve to control the flow of foam at the stinger.
2. Two (2) each PVC 1.5 foam fill tube approximately 48" long with shut off valve. Inlet connection on fill tubes to be 1 1/2" NSTF swivel type.
3. Provide two (2) foam pail wrenches. (Loose)
4. Provide two (2) large LDH spanner wrench set with holder mounted at the rear of the trailer.
5. Provide two (2) 120 gpm low expansion nozzle with NST connection and ball valve. Nozzle to be Harrington model HHFN-54-15NH or equivalent.
6. Provide two (2) 120 gpm medium expansion nozzle with NST connection and ball valve. Nozzle to be Harrington model HMFN-M4-15NH or equivalent.
7. Provide eight (8) 50-foot lengths of Mercedes Textiles Kraken EXO Permatak Color treated 1-3/4 " fire hose with 1-1/2" NH couplings or equivalent.
8. Provide two (2) 50-foot length of Mercedes Textiles MegaFlow Breather DJ 5" LDH hose with Storz couplings or equivalent.
9. Provide eight (8) 50-foot lengths of Mercedes Textiles Kraken EXO Permatak Color treated 2-1/2" fire hose with 2-1/2" NH couplings or equivalent.
10. Provide operational and technical manuals for all equipment and accessories provided.



## **INVITATION TO BID**

**FOR**

**ROWAN COUNTY**

**Two (2) 500 Gallon Attack Foam Trailers  
# 2023-007a**

**ROWAN COUNTY**

130 West Innes Street

Salisbury, NC 28144

704-216-8178

[jody.farrow-bennett@rowancountync.gov](mailto:jody.farrow-bennett@rowancountync.gov)

Date Issued: Tuesday, November 8, 2022

Date Due: Monday, November 21, 2022, at 3:00 PM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THIS RESPONSE REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED THE CONTRACT BY THIS AGENCY, WILL REPRESENT THE AGREEMENT BETWEEN THE PARTIES.

Sign in ink in the space provided below. UNSIGNED bids will be considered incomplete and will be subject to rejection.

Name of Firm: First Class Emergency Vehicles - Dealer  
CET Fire Pumps

Signed (in ink): [Signature]  
(Signature of Officer of Company)

Title: President Date Signed: 11/18/22

Street Address: 4009 Waterton Ct

Mailing Address: \_\_\_\_\_

City: Monroe State: NC Zip Code: 28110

Phone Numbers: Phone: 704821 4822 Fax: 704821 4728

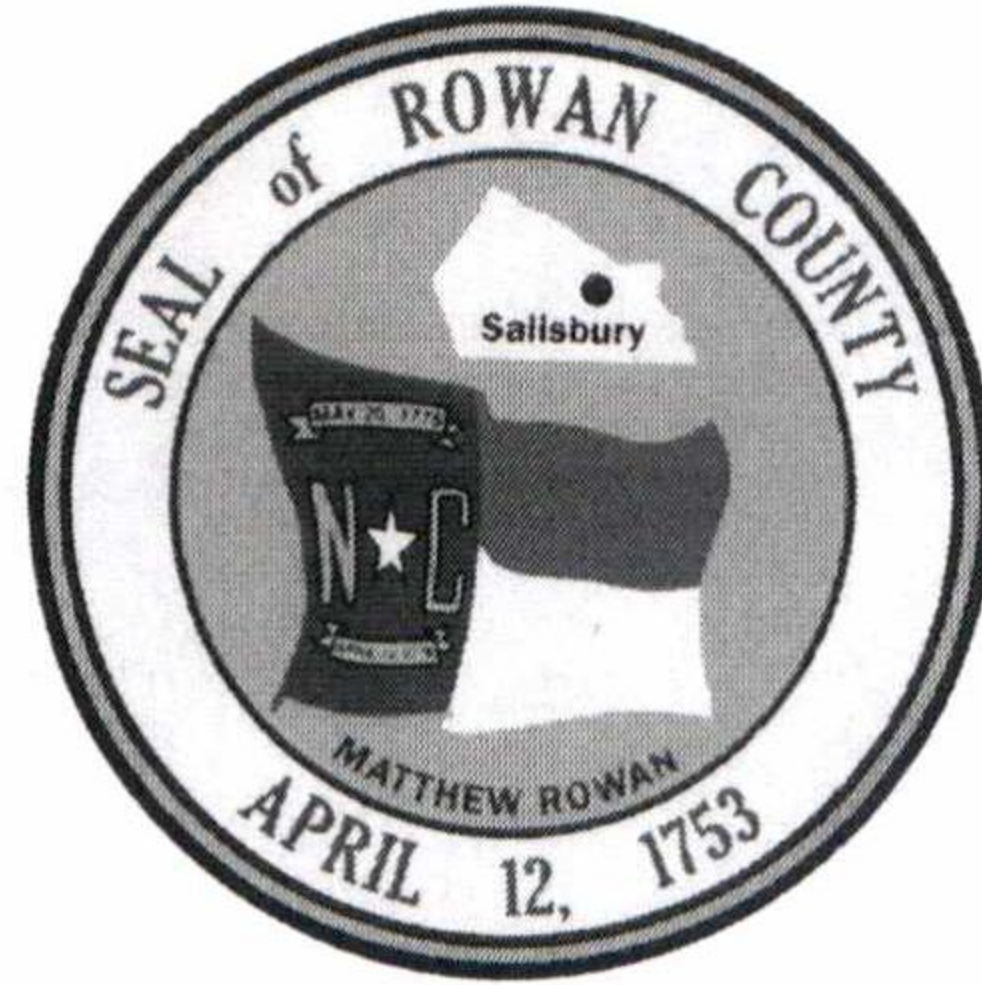
Email Address: Tim@firstclasscv.com

Trailer Manufacturer: CET Fire Pumps Mfg LTD

Model Year: NEW Model Designation: CET - Foam Trailer -  
500 US Gallons with Monitor

Delivery will be made within 180 days of receipt of the purchase order by the Dealer and/or Manufacturer

Unit Bid Price: Unit (Each) \$ 109,820.00  
Total (2 Units) \$ 219,640.00 Delivered



## **INVITATION TO BID**

**FOR**

**ROWAN COUNTY**

**Two (2) 500 Gallon Attack Foam Trailers  
# 2023-007a**

**ROWAN COUNTY**

130 West Innes Street

Salisbury, NC 28144

704-216-8178

[jody.farrow-bennett@rowancountync.gov](mailto:jody.farrow-bennett@rowancountync.gov)

Date Issued: Tuesday, November 8, 2022

Date Due: Monday, November 21, 2022, at 3:00 PM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

## NOTICE TO BIDDERS

### INVITATION TO BID

#### Two (2) 500 GALLON ATTACK FOAM TRAILERS

Rowan County is re-bidding project #2023-007 and is requesting bids on two (2) mobile 500 Gallon Attack Foam Trailers to be used as firefighting units. 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 Foam Trailers will be accepted until November 21, 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: Jody Farrow-Bennett, Purchasing Director  
130 West Innes Street, Suite 31  
Salisbury, NC 28144  
704-216-8178  
[jody.farrow-bennett@rowancountync.gov](mailto:jody.farrow-bennett@rowancountync.gov)  
<https://www.rowancountync.gov/675/Purchasing>

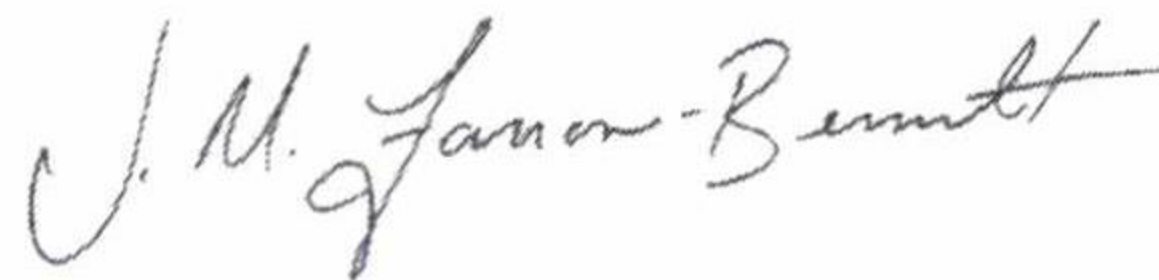
Submission of any bid signifies the Bidder's agreement that their bid and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

Once the ITB is public all questions related to the ITB shall be directed to the Purchasing Director. 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 8<sup>th</sup> day of November 2022.

Rowan County



By: Jody Farrow-Bennett  
Director of Purchasing

### **Intent of Request for Bids**

The following specifications are for a mobile foam trailer of 500-gallon capacity with various options and accessories for use as a firefighting unit. The trailers shall be able to proportion Class A and B type concentrates.

The trailers are intended to be towed by a support vehicle to the scene of a fire and/or various types of spills for the purpose of resupplying foam concentrate to fire apparatus and/or proportioning foam for fire attack. A one-person operation shall allow for the proportioning and resupplying of foam concentrate to the operating vehicles at the scene of major incidents.

Product shall be completely brand new and of the best quality materials currently used in commercial practice for emergency vehicle fabrication. Materials that deteriorate when exposed to sunlight; extreme weather or operational conditions shall not be used or shall have a means of protection against such conditions that will not prevent compliance with performance standards. Protective coatings that chip, crack, or scale with age or extremes of climatic conditions or an exposure to heat or cold shall not be used.

The Vendor shall demonstrate that the product offered for these trailers are a proven type of foam resupply trailer of a type that has been manufactured for (and successfully used by) other emergency services. The vendor shall be certified to the ISO 9000:2001 standard. A user list of at least 75 trailers in field use must be submitted. The trailers must be road tested prior to delivery.

The foam resupply trailers offered shall comply with all applicable and Motor Carrier Safety Regulations concerning size, weight, brakes, lights, load rating and balance. Conformance must meet FMVSS # 108, FMVSS #115, FMVSS # 120, and FMVSS # 125 as stated in FCR title 49. The trailers shall comply with the NFPA 1901-chapter 26 Standard on fire department trailers.

Weight shall be distributed equally as practical over the axles and tires of the fully loaded vehicle. Fully loaded units that are unbalanced during stand-alone or while being towed will not be accepted. Tires shall have equal axle or exceed weight rating.

The use of proven nonmetallic materials in lieu of metal is permitted if that use contributes to reduced weight, lower cost or less maintenance and there is no degradation in performance or increase in long term operations and maintenance costs.

The foam resupply trailers must be constructed with lowest possible center of gravity when fully loaded with foam concentrate, tools and the appliances specified herein. Performance must be commensurate with smooth and safe highway and moderate off highway operation. Proper weight and balance configuration is essential.

### **Instructions For Respondents**

This specification establishes standards for the design, construction, and performance of two (2) 500 Gallon Attack Foam Trailers.

**Responses will not be accepted after the due date and time stated in the RFP.**

Payment shall be made in accordance with these specifications and the Response submitted by the Respondent. Payment will be made upon acceptance of the vehicle(s) and equipment specified in this document.

Responses received shall be evaluated by the County. This evaluation will be based on but not limited to; references and/or manufacturer's experience, completeness of response, exceptions, price, and delivery schedule. Price alone will not be considered the determining factor in selection of the supplier.

Responses taking total exception to these specifications will not be accepted.

Any exception to the provisions in these specifications must be marked in the body of this document and itemized on a separate attached page(s) titled **EXCEPTIONS**. Referenced by section and paragraph, a detailed explanation of the exception shall be provided along with by the respondent's alternative response.

Responses not following this format shall not be considered. **NO EXCEPTIONS TO THIS SECTION.**

The respondent shall indemnify and save the County harmless from any and all claims, liability, losses, and causes of actions which may arise out of the fulfillment of this agreement. The Respondent shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may ensue thereafter.

Failure to deliver any part of the order to the terms required may be considered by the respondent as a breach of contract. In such case the vehicle/equipment may be rejected, and the purchaser shall retain the right to require forfeiture of the full amount of the Performance Bond (if required) as liquidated damages.

Failure to deliver the vehicles as specified in this RFP within 180 days of the receipt of the Purchase Order shall allow the County to invoke a penalty for non-performance. That penalty, in the amount of \$200 per day per unit for every day beyond the 180 days specified, may be wholly or partially enforced at the discretion of the County.

Is this requirement understood and met?

Yes \_\_\_\_ No \_\_\_\_ Respondent's initials: \_\_\_\_\_

When submitting their Response, Respondents must return all pages of these specifications as part of the Response as it will form the Contract between the respondent and the County. Caution should be taken by the Respondent that all questions are answered in the spaces provided and that all information requested is provided.

It is the Respondent's responsibility to be familiar with all federal, state, and local laws, ordinances, codes, and regulations concerning the submission of this RFP and the work it effects. Ignorance of said enactments shall not relieve the Respondent of responsibility to comply or complete the work as proposed.

In the event a clarification is requested on the contents of this specification, the question shall be addressed via email or in writing to:

Rowan County Purchasing Department  
Attn.: Jody Farrow-Bennett  
130 W. Innes Street  
Salisbury, NC 28146-8388  
[jody.farrow-bennett@rowancountync.gov](mailto:jody.farrow-bennett@rowancountync.gov)

When a Respondent requests clarification, a copy of the request and the County's reply will be forwarded to all Respondents.

The vehicle(s) shall, at the time of delivery, conform to the minimum requirements of the latest standards covering vehicles of this type. This shall include Federal, State, and local requirements.

In the event the respondent represents more than one foam trailer manufacturer meeting the manufacturer requirements outlined herein, then the respondent shall "only" offer the highest quality vehicle(s) that the respondent represents. Multiple responses from the same respondent on different manufacturers may be accepted if more than one manufacturer exhibits the same quality standards. This purchaser is seeking quality equipment. Respondents are asked to offer only the product(s) of the highest level of quality represented by that respondent.

Is this requirement understood and met?  
Yes \_\_\_ No \_\_\_ Respondent's initials: \_\_\_\_\_

By signing this document, the Respondent agrees that this Response is made without any understanding, agreement, or connection with any other person, firm or corporations making a response for the same purpose, and that this response is in all respects fair and without collusion or fraud.

Current literature and detailed specifications on the unit proposed shall be included with the response submittal.

#### **TYPE OF RESPONSES TO BE SUBMITTED**

The information requested within the response must be furnished in full. Any respondent not completing this response or not furnishing any required information will not be considered. If a respondent will not furnish a material or fabrication process exactly as described in this specification, then that difference must be designated in the list of exceptions. If a substitution is being proposed, then the respondent must note the section to which the alternative is being proposed and provide technical data, supported by an engineer, supporting the fact that the substitute is equal to or better than the item as specified. If this data is not submitted by the deadline for approved equal request and approved; if a bid is then submitted in the bid response, then the response shall be rejected as being non-compliant. Respondent added narrative describing a substitution as being clarification, exceeding, being equal to, etc. will not be accepted. Statements such as these, with or without the technical data described in this section, will cause the response to be rejected as being noncompliant.

This County reserves the right to require samples of any deviating material to be provided for evaluation.

Does the respondent comply with these requirements? Yes \_\_\_ No \_\_\_



**Important Dates**

Issue Date: Tuesday, November 8, 2022  
Deadline for Submitting Bids: Monday, November 21, 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 2023-007a Foam Trailer"**.

Bidders must submit one original sealed bid.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

This will be a public bid opening. Once bid is awarded all bidders will receive notification.

Sealed Bids are due on Monday, November 21, 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 Tuesday, November 15, 2022. These written questions or requests must be submitted to Jody Farrow-Bennett, Purchasing 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 Wednesday, November 16, 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.

**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.

**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.

## **Rowan County Fire Protection District**

### 500 Gallon Attack Foam Trailer

#### **TABLE OF CONTENTS**

##### **Section I – Trailer, Tank, and Compartments**

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- Subsection B – Foam Tank
- Subsection C – Fire Attack Equipment
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##### **Section II – Pump**

- Subsection A – Pump
- Subsection B – Pump Connections and Piping

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- Subsection A – Painting
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- Subsection C – Labels

##### **Section IV – Warranties**

- Subsection A – Trailer and Tank Warranty
- Subsection B – Other Warranties

##### **Section V – Loose Equipment**

**Detailed Request for Proposal Specifications**

**I. TRAILER, TANK, AND COMPARTMENTS**

**A. TRAILER UNIT**

1. Size:
  - Not to exceed (approx.) 276" long, 96" wide, 84" high when measured from the ground surface.
2. Frame Weldment
  - The main trailer platform, cross members and a-frame hitch shall be constructed from rectangle tube steel or C-Channel. Frame cross members shall be adequately spaced to support the load of the tank as required by the tank manufacturer. A channel shaped rear bumper shall be included at the rear behind the tank to protect the rear of the tank. The lights shall be installed in with protection along the bumper.
3. Axles:
  - Tandem 6,000-pound sprung axles are to be used on the trailer. Each wheel is to have an individual electric brake.
4. Tires and Wheels:
  - Minimum 16 ply tires with a capacity of 3,500 lbs. each at 80 PSI. Wheels preferred to be painted steel white spoke style 16 X 6 rated at 3,050 lbs. each. Chrome center caps and lug nuts shall be provided.
5. Tow Coupler:
  - The drawbar coupler shall be sized to fit a 2 5/16" ball and shall be adjustable in height. Safety chains rated 12,000 lbs. per pair shall be provided at the front of the trailer. A breakaway line must be provided to activate brakes should the trailer become uncoupled from the tow vehicle.
6. Jacks/Stands:
  - Three heavy-duty pound crank down detachable type stands shall be mounted to provide support during standalone trailer operations. A minimum 5,000 lb stand on the front and two 2,000 lb. stands, one each side, at the rear shall be provided. Rear jacks shall be removable.
7. Wheel Chocks:
  - A set of aluminum wheel chocks, approved for the tire diameter provided, shall be provided to retain the trailer when uncoupled from the tow vehicle. They shall be mounted in brackets secured to the angled surfaces of the street side fender.
8. Trailer Power Cord:

- A round 7 blade RV type male connector shall be provided at the extreme front of the nose tube with at least a 36" cord extending beyond the front of the trailer. A wiring diagram for proper interface between the tow vehicle and the trailer shall be provided. The main power cord shall terminate into a main sealed junction box located under the nose of the trailer. All wiring shall extend from this box as required. Wiring shall be heavy-duty, all-weather type insulated sized properly for all applied loads and protected from damage by foam concentrate overflow and normal use. All wiring to be GXL cross linked with color coded function as practical. All wiring shall be protected and firmly attached to the frame.
9. DOT Lighting and Reflectors:
- The trailer lighting shall comply with FMVSS section 108 of FCR 49. There shall be two combination LED stop-tail-turn lights mounted into a channel bumper at the rear of the trailer. Individual LED clearance lights on brackets shall mark the corners and rear of the trailer as required. An LED license plate light and bracket shall be located on the street side rear tapered plane of the fender. Reflectors shall be located on the sides and rear of the trailer frame.
10. Warning Lights:
- There shall be two 12 volt 3" x 7" LED red flashing warning lights mounted on the rear and both sides of the trailer for a total of 6 lights. These shall be powered by the tow vehicle and shall be switched at the front of the trailer. There shall be four 12-volt LED white platform lights provided. There shall be two in the pump area and two at the rear in the work areas. These shall also be powered by the tow vehicle and switched at the front of the trailer.
11. Wiring:
- Heavy-duty all-weather type insulated wire sized properly for all applied loads and protected from damage by foam concentrate overflow and normal use. All wiring shall originate from front trailer plug. An electrical schematic is to be provided for wiring tow vehicle.
12. Work Platforms:
- There shall be one aluminum diamond plate platform on front A frame of trailer (aft of hitch) and one aluminum plate platform shall be provided at the rear of the trailer. A side running board step shall be provided ahead of and behind the fenders on each side for safe access to accessories located on top of the tank.
13. Gross Vehicular Weight (GVW):

- The GVWR of the trailer shall not exceed 12,000 pounds.

**B. FOAM TANK:**

1. Size:
  - The 500-gallon PT II E propylene foam tank shall be manufactured by United Plastic Fabricating or approved equal. Low center of gravity type with adequate baffles.
2. Gauge:
  - Clear visual liquid level site gauge convenient to operator's area at the front and the rear of the trailer.
3. Fill Tower:
  - Two can Poly-tub with hinged liquid tight cover that will prevent foam concentrate from splashing out of the fill tank during movement and provides for reverse filling to control agitation.
4. Vents:
  - Two 2" pressure/vacuum vents shall be installed into the foam fill tower.
5. Drain:
  - 1.5" NSTFS drain with valve shall be plumbed off the sump. A plug and chain shall be provided. Outlet shall terminate ahead of the wheels on the passenger's side of the trailer.

**C. FIRE ATTACK EQUIPMENT**

1. Attack Hosebeds:
  - Provide two (2) cross lay hose beds across the tank at the rear of the trailer. The cross lay hose beds shall be capable of containing 200' 1.75" DJ fire hose. Each cross lay shall have a pre-piped 0-.25-.5-1-3-6% 95 GPM eductor with a 2" bronze quarter turn valve plumbed off a dual inlet 6" water manifold. The discharge shall terminate in the hose bed with a 90-degree continuous swivel with 1-1/2" NST male hose threads. Provide a single cross lay hose bed across the tank at the rear of the trailer ahead of the 1 3/4" hose beds. The hose bed shall be capable of containing at least 200' of 2.5" DJ fire hose. The cross lay shall have a pre-piped 0-.25-.5-1-3-6% 250 GPM eductor with a 2-1/2" bronze quarter turn valve plumbed off a dual inlet 6" water manifold. The discharge shall terminate in the hose bed with a 90-degree continuous swivel with 2-1/2" NST male hose threads. A cross lay hose bed shall be provided in front of the 2-1/2" cross lay bed capable of containing at least one 50' lengths of 5" LDH hose.
2. Foam Monitor:
  - Provide a pre-piped, demountable 1-3% 500-gpm self-educating foam monitor with matching ground base. The ground base shall have a 5" storz inlet. The monitor shall be a lightweight type with truck mount. Monitor to be plumbed off 6" manifold with a 3"

riser with a 3" bronze body ¼ turn valve. The ground base shall be mounted to the trailer with the appropriate brackets.

3. Remote Proportioning:

- A jet pump that is matched to the 500 GPM foam nozzle shall be piped off the 6" water manifold with a 1.5" valve, a 2-1/2" 0-300 psi gauge and a chrome cap. The foam pick up line for this jet pump shall have a 1%-3% selector valve. The jet pump shall have a 1.5" quarter turn valve and a 1-1/2" NSTM discharge.

4. 6" Manifold:

- There shall be a 6" stainless steel manifold provided at the rear of the trailer. It shall terminate in 5" chrome NST adapters on each side. The manifold shall be equipped with two 5" gated storz inlet valves with caps. The manifold shall have a 4-1/2" liquid filled pressure gauge and a .75" brass drain.

5. Hose bed cover:

- There shall be a single vinyl hose bed cover provided for the three preconnected attack hose beds and for the one 5" LDH supply line hose bed. The hose bed cover shall be black vinyl and will have snaps to secure it to the hose bed walls.

**D. COMPARTMENTS / STORAGE**

1. Top Compartment:

- A covered storage compartment for storage of the suction hose and loose equipment shall be provided on top of the tank. The compartment walls shall be integrally welded to foam tank. A gasketed hinged aluminum diamond plate cover with a latch shall be provided.

2. Open top storage.

- An open top dunnage area for the storage of ten to fifteen five-gallon foam pails shall be provided on top of the foam tank.

**II. PUMP**

A. Pump

- One bronze gas-powered rotary gear transfer pump with a flow rate of 50 GPM at 50 psig shall be provided. Pump is to have electric start, integral fuel tank, battery, and recoil start back up. An adjustable relief valve shall be provided and shall be piped back to the foam tank. The return port in the tank shall have an internal pipe that discharges the foam at the bottom of the tank to reduce agitation.
- A 12-volt battery to start the pump is to be provided in a weatherproof box with enclosed battery conditioner and weatherproof shoreline plug receptacle.

B. Pump Connections and Piping



- The permanently mounted pump shall be capable of pumping foam concentrate from the tank or from 5- or 55-gallon drums and supplying it to a remote location such as other foam consuming apparatus.
- NOTE: All pipes shall feature easy maintenance and/or replacement using grooved couplings. All concentrate piping shall be brass or 304 grade stainless steel. All valves to be bronze full flow port and shall be quarter turn commercial type.
- All piping will be labeled with color coded arrows showing the direction of flow in the pipe.

**SUCTION**

- Provide one valved 1-1/2" suction line from the foam tank to the foam pump. A second 1-1/2" tank isolation valve in this line shall be provided at the tank for pump service.
- Provide one valved 1-1/2" male NSTM branch inlet on main tank to pump (suction) line to allow a suction hose to be connected to the pump and onload the 500-gallon foam tank. Provide a cap with a tether for this 1-1/2" inlet.

**DISCHARGE**

- Provide one valved 1-1/2" NSTM discharge outlet from the foam pump with a chrome cap and chain. Provide one valved 1-1/2" tank fill line from the foam pump to the foam tank. The internal tank fill pipe is to extend into and towards the tank bottom to limit foam agitation while filling. A second 1-1/2" tank isolation valve shall be provided in this line at the tank for pump service.

**III. PAINTING, LETTERING, STRIPING AND LABELS**

**A. PAINTING** – The steel trailer frame weldment shall be sand blasted prior to painting. A proven paint system shall be used to prime and paint both the foam resupply trailer only. The color shall be red.

- The polypropylene foam tank shall remain unpainted.

**B. LETTERING AND STRIPING:**

- Striping and Lettering shall match the Department's apparatus including 4" White Reflective Lettering with black shadow with 4" lettering saying, "ROWAN COUNTY FIRE RESCUE". A 6" chevron pattern of red and yellow strips shall be provided on the rear of the trailer.

**C. LABELS:**

- All devices will have fixed weatherproof labels or tags. Instructional plates will be mounted directly adjacent to operational controls.

**IV. WARRANTIES**

**A. TRAILER AND TANK WARRANTY**

- Provide a (1) year warranty on each trailer frame and components. (Except tires, storage batteries, electric lamps and other devices subject to normal deterioration) Workmanship carries a 1-year warranty. Provide a lifetime warranty on the foam tank.

**B. OTHER WARRANTIES**

- All additional equipment shall be covered by the individual manufacturer's warranty.

**V. LOOSE EQUIPMENT SUPPLIED:**

**A.** Provide the following accessories for use with the foam resupply trailers.

1. Two (2) 1-1/2" clear PVC suction hose, 120" inch long with 1-1/2" NST end fittings. Two each, 18" and a 40" stinger with 90-degree elbow pumping concentrate from 5- and 55-gallon barrels shall be provided. This stinger shall be #80 PVC pipe. The elbow shall have a 1-1/2" NSTF connection and a 1-1/2" ball valve to control the flow of foam at the stinger.
2. Two (2) each PVC 1.5 foam fill tube approximately 48" long with shut off valve. Inlet connection on fill tubes to be 1 1/2" NSTF swivel type.
3. Provide two (2) foam pail wrenches. (Loose)
4. Provide two (2) large LDH spanner wrench set with holder mounted at the rear of the trailer.
5. Provide two (2) 120 gpm low expansion nozzle with NST connection and ball valve. Nozzle to be Harrington model HHFN-54-15NH or equivalent.
6. Provide two (2) 120 gpm medium expansion nozzle with NST connection and ball valve. Nozzle to be Harrington model HMFN-M4-15NH or equivalent.
7. Provide eight (8) 50-foot lengths of Mercedes Textiles Kraken EXO Permatak Color treated 1-3/4 " fire hose with 1-1/2" NH couplings or equivalent.
8. Provide two (2) 50-foot length of Mercedes Textiles MegaFlow Breather DJ 5" LDH hose with Storz couplings or equivalent.
9. Provide eight (8) 50-foot lengths of Mercedes Textiles Kraken EXO Permatak Color treated 2-1/2" fire hose with 2-1/2" NH couplings or equivalent.
10. Provide operational and technical manuals for all equipment and accessories provided.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THIS RESPONSE REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED THE CONTRACT BY THIS AGENCY, WILL REPRESENT THE AGREEMENT BETWEEN THE PARTIES.

Sign in ink in the space provided below. UNSIGNED bids will be considered incomplete and will be subject to rejection.

Name of Firm:

First Class Emergency Vehicles - Dealer  
CET Fire Pumps

Signed (in ink):

  
(Signature of Officer of Company)

Title:

President

Date Signed:

11/18/22

Street Address:

4009 Waterton Ct

Mailing Address:

City: Monroe

State: NC

Zip Code: 28110

Phone Numbers:

Phone: 704821 4822

Fax: 704821 4728

Email Address:

Tim@firstclassEV.com

Trailer Manufacturer:

CET Fire Pumps Mfg LTD

Model Year: NEW

Model Designation: CET - Foam Trailer -

500 US Gallons with Monitor

Delivery will be made within 180 days of receipt of the purchase order by the Dealer and/or Manufacturer

Unit Bid Price:

Unit (Each) \$ 109,820.00

Total (2 Units) \$ 219,640.00 Delivered



**ACCEPT ONLY THE BEST**

**CET 500 Gallons Foam Trailer  
For Rowan County, NC**

Revised November 15<sup>th</sup> 2022

**Trailer**

Unit is to be installed on a double axels trailer:

- Heavy Duty Steel trailer w/steel floor
- Trailer to be CET Red
- Plate form trailer dimension to be 192" long x 60" between the two fenders
- Rear tandem axles: 14,000 lbs.
- Electric brakes
- 36" cable with 7-Pins trailer plug
- Wheels shall be galvanised steel and rated at 3520 lbs.
- Sealed DOT lights
- 2-5/16" ball attachment
- LED license plate light and bracket on the left (driver) fender.
- Front jack w/7,000 lbs. capacity w/ safety chains w/12,000 lbs. capacity
- Two (2) rear 5 000 lbs. swivel downrigger stabilizers
- Two (2) Steps, one (1) each side, located on the front of each fender

**Stripping and lettering**

Side, Front and Rear DOT stripping shall be applied on each side of the trailer. DOT stripping will be red and white reflective stripes.

Striping and Lettering shall match the Department's apparatus including 4" White Reflective Lettering with black shadow with 4" lettering saying, "ROWAN COUNTY FIRE RESCUE".

**Rear Chevron**

6" reflective red & yellow chevron stripes shall be applied on the rear of the foam tank.

**Color Coded Arrows**

All piping will be labeled with color coded arrows showing the direction of flow in the pipe.

**Work Platforms**

There shall be an aluminum diamond plate on front A-frame of trailer and under the transfer pump area.

### **Foam Tank**

The water tank shall be constructed of 1/2" thick polypropylene sheet. The material shall be of a certified, high quality, non-corrosive, stress relieved thermos plastic, black in colour with a textured finish, and UV stabilized for maximum protection. The skid type booster tank shall be of a standard configuration and shall be so designed to have complete modular slide in capability. All joints and seams are to be fully nitrogen welded and electronically tested for maximum strength. The unit shall incorporate transverse partitions manufactured for 1/2" polypropylene which shall interlock with a series of longitudinal partitions constructed of 1/2" polypropylene. All swash partitions shall be so designed to allow for maximum water and air flow between compartments and are fully welded to each other as well as to the inside of the tank.

Front and rear walls of the tank shall have a standard built in sight gauge 2" in width, and 70% transparent.

Tank will be baffles in accordance with NFPA bulletin 1906 requirements, latest version.

### **Fill tower and tank cover**

The tank shall be equipped with a fill tower with a 2 vent and manual fill tower cover. The fill tower shall be 25" x 13" rectangular drop-on type cover. The cover shall be fastened to the tower with a tether to prevent loss. The tower shall be located in the right (passenger) rear corner of the tank.

The tank cover shall be constructed of 1/2" thick polypropylene, black in color, UV stabilized.

### **Tank Capacity**

The tank shall have a capacity of 500 U.S. gallons. The tank shall be covered by the *ALL OUT* No-Fault Life Time Warranty.

### **Sump**

There shall be one (1) sump as standard per tank. The sump shall be integral to the tank floor and be a minimum of 1/2" deep recessed into the floor. The sump shall not be visible from or protrude through the bottom of the tank.

### **1-1/2" Tank Drain**

One (1) 1-1/2" tank drain valve shall be installed and finished with 1-1/2" NH-F with a plug and chain. The outlet shall be terminated ahead of the wheels on the right (passenger) side of the trailer.

### **Tank Mounting Blocks**

The cover shall incorporate two (2) mounting blocks that shall be to accommodate two (2) each sliding nut fasteners. These mounting blocks shall be welded at the front of the tank cover.

### **Skid Base**

There shall be a full width skid base manufactured of 3/4" polypropylene welded to the tank.

### **Mounting**

The foam tank shall not be welded or otherwise permanently secured to other components, except the top storage compartments.

### **6" Water Manifold**

All piping shall be stainless steel piping, painted red. The water inlet piping shall consist of a 6" manifold tube. The piping is secured at the rear of the platform of the trailer.

The inlet overboards shall have two (2) 6" NPSH-M to 5" NH-M (NST-M) chrome adaptor, one (1) on each end of the manifold.

The inlet overboards shall have two (2) 5" NH Rocker Female Swivel Thread Gated valve with a 25° Elbow with 5" Storz with 5" Storz chrome cap and chain, one (1) on each end of the manifold.

One (1) 4-1/2" pressure gauge (0-300 psi) shall be tapped into the manifold tube and shall be easily readable from ground.

Two (2) brass drains shall be installed under the manifold.

### **Remote Jet Ratio Controller with Pickup Assembly Discharge Connection**

A matched 1-3% pre-plumbed matched jet-ratio controller shall be mount piped off the 6" water manifold with a 1.5" valve and a chrome cap. The discharge shall have a 2.5" liquid filled 0-300 psi pressure gauge.

### **Trailer Mounted Monitor**

One (1) Akron Apollo Single Inlet Portable and Deck Monitor, 5" Storz Ground Base and Truck mounting flange, model #3416, shall be supplied and installed centered of the water manifold. The monitor shall be supplied with a 5" Storz Ground Baseground base. The ground base shall be secured in the storage compartment.

The monitor shall be provided with handwheel control and manual friction brake operation and be able to travel 360° horizontal and vertical travel from 90° above to 15° below horizontal, with built-in 35° safety stop. The full 3" waterway delivers efficient flows up to 1250 gpm.

One (1) Akron Akrofoam self-educting nozzle, model #4475, designed for educting foam at flow rates up to 1000 gpm shall be provided and installed on the monitor. The nozzle shall have spring loaded baffle that allow flow setting selection of 350, 500, 750 or 1000 gpm with a simple push and turn of the baffle head. The nozzle shall have an adjustable metering head with pick up rates 1% & 3% plus 6% for 350 & 500 gpm and 1% & 3% for 750 & 1000 gpm.

The monitor shall be gated with a 3" Akron fire type quarter turn swing-out valve off the water manifold with 3" stainless steel piping painted red.

### **Two (2) Pre-connect Poly Cross Lays for 1-3/4" Hoses**

Two (2) pre-connect poly cross lays made from polypropylene sheet shall be supplied and installed on top of the rear of the foam tank.

Each cross lay shall be 59" wide x 10" long x 10" high (internal dimensions) and be capable to hold 200' of 1-3/4" jacket fire hoses.

Two (2) 1-1/2" lines shall be piped from the 5" water manifold to cross lays. Each line shall have one (1) 1-1/2" Akron fire type quarter turn swing out valve, one (1) 1-1/2" Akron foam eductor #3125 125 gpm and shall be connected to one (1) cross lay by 1-1/2" high pressure flexible plumbing.

Each cross lay shall have a 1-1/2" NH-M pre-connect 90° swivel elbow.

The cross lays shall have one (1) unique black vinyl snap canvas cover and one (1) unique side nets for all hose tray.

Each area shall be designed to prevent the accumulation of water and allow for ventilation to aid in drying hose in the storage area. Black Turtle Tiles to be installed and bolted on the floor

**One (1) Pre-connect Poly Cross Lay for 2-1/2" Hoses**

One (1) pre-connect poly cross lay made from polypropylene sheet shall be supplied and installed ahead of the 1-3/4" cross lays on top of the foam tank.

The cross lay shall be 59" wide x 12" long x 10" high (internal dimensions) and be capable to hold 200' of 2-1/2" jacket fire hoses.

One (1) 2-1/2" line shall be piped from the 5" water manifold to the cross lay. The line shall have one (1) 2-1/2" Akron fire type quarter turn swing out valve, one (1) 2-1/2" Akron foam eductor #3250 250 gpm and shall be connected to the cross lay by 2-1/2" high pressure flexible plumbing.

The cross lay shall have a 2-1/2" NH-M pre-connect 90° swivel elbow.

The cross lays shall have one (1) unique black vinyl snap canvas cover and one (1) unique side nets for all hose tray.

Each area shall be designed to prevent the accumulation of water and allow for ventilation to aid in drying hose in the storage area. Black Turtle Tiles to be installed and bolted on the floor

**One (1) Dry Poly Cross Lay for 5" LDP Hoses**

One (1) Dry poly cross lay made from polypropylene sheet shall be supplied and installed ahead of the 2-1/2" cross lays on top of the foam tank.

The cross lay shall be 59" wide x 9" long x 10" high (internal dimensions) and be capable to hold 50' of 5" LDP hose.

The cross lays shall have one (1) unique black vinyl snap canvas cover and one (1) unique side nets for all hose tray.

Each area shall be designed to prevent the accumulation of water and allow for ventilation to aid in drying hose in the storage area. Black Turtle Tiles to be installed and bolted on the floor

#### **Open Storage Compartment**

One (1) open storage compartment made from polypropylene, internal dimensions 57" wide x 25" long x 10" high, for the storage of ten five-gallon foam pails, shall be installed ahead of the Dry poly cross lay and behind Storage compartment on the top of the foam tank. Black Turtle Tiles shall be installed and bolted on the floor

#### **Storage Compartment**

One (1) poly storage compartment, internal dimensions 57" wide x 35" long x 16" high, shall be installed ahead of the open storage compartment on the top of the foam tank. The compartment shall have an aluminum diamond plate cover with piano hinged and latch. A weather resistant seal shall be provided on the cover. Black Turtle Tiles to be installed and bolted on the floor

#### **Transfer Pump, 11hp Honda Rotary Gear Gorman Rupp Pump**

The pump shall be a CET 11hp Honda rotary gear Gorman pump and shall be permanently mounted on that rear of the trailer. The pump shall be capable of flowing 50 GPM at 50 PSI.

#### **Transfer Pump Engine**

The pump shall be driven by a single cylinder, gasoline engine powered, 11 horsepower at 3600 rpm. The engine shall be air cooled, 12-volt electric start and recoil rope starter as a back-up system.

The engine shall be fuel from a 6-quart (6.5 liter) integrated gas tank.

The engine shall have his own battery. The battery shall have a box with battery conditioner and weatherproof shoreline plug receptacle.

#### **Transfer Pump Controls**

A control panel shall be the standard Honda control panel supplied and installed on the pump at the front of the trailer.

#### **Stainless Steel Transfer Pump Suction Piping**

All piping on the suction side shall be made of stainless steel (welded joints) painted red. The suction piping, the pump and the discharge shall be tested to 400 PSI.

The suction piping shall consist of a 2-1/2" tank to pump line with a 2-1/2" flexible rubber hump hose to minimize flex and vibration between the pump and the tank.

Between the tank and the pump there shall be a 2-1/2" Akron fire type swing-out valve. This valve shall remain open to pump from the tank.

This pipe shall have a tee into the suction side of the pump and shall continue to the rear of the truck for overboard suction where there shall be an additional 2-1/2" Akron fire type swing-out valve.



The overboard suction connection shall have a 2.5" NST male adapter to a 1-1/2" NH-M inlets Chrome adaptor with 1-1/2" NH Chrome cap with retaining cable.

To draft, the tank to pump valve shall be closed, a suction hose connected to the overboard suction connection and placed in a static water supply, and the primer activated.

#### **Stainless Steel Transfer Pump Discharge Manifold**

All piping shall be stainless steel piping or high-pressure flexible hose. A 2.5" X 2.5" square stainless-steel manifold shall be piped directly to the discharge outlet of the pump. Attached to this discharge manifold, by means of welded stainless-steel pipe nipples, shall be all the discharge valves. All piping shall be painted red.

There shall be a 1-1/2" valve piped from the transfer pump discharge manifold to the tank fill inlet. The valve shall be an Akron fire type quarter turn swing out valve with a handle and shall be connected to the tank by 1-1/2" high pressure flexible hose.

The shall be a second tank fill isolation 1-1/2" industrial brass valve piped on the tank to tank fill line. That will be use to isolate the tank fill line from the tank.

The discharge shall be designed to refill tank in the most efficient manner without foam agitation.

There shall be one (1) 1-1/2" valve piped from the transfer pump discharge manifold to the rear of the trailer. The valve shall be an Akron fire type quarter turn swing-out valve with 1-1/2" NST threads. The valve shall be furnished with a 1-1/2" NST Chrome cap and chain.

There shall be one (1) 1-1/2" valve piped from the transfer pump discharge manifold to the pre-connected hose tray. The valve shall be an Akron fire type quarter turn swing-out valve with a handle and be connected to the pre-connected hose tray by high-pressure flexible plumbing.

#### **Warning Lights**

Mounted on the side wall of the apparatus, Four (4) Whelen M7 series Linear Super LED, two (2) each side, red with clear lens with a chrome flange.

Mounted in the rear of the apparatus, Two (2) Whelen M7 series Linear Super LED, one (1) each side, red with clear lens with a chrome flange.

These lights shall be powered from the vehicle emergency light circuit (on the 7-pin) and with a switch install on the control panel in the pump panel at the front of the trailer

#### **Two (2) Front LED Scene Lights**

Two (2) 1,100 lumens TecNiq swivel LED scene flood lights, model #P04-WBFP-1 shall be installed at the front of the foam tank and connected to electrical circuit of the trailer supply by the 7-pin connector and shall be controlled by a a switch in the pump panel at the front of the trailer

### **Two (2) Rear LED Scene Lights**

Two (2) 1,100 lumens TecNiq swivel LED scene flood lights, model #P04-WBFP-1 shall be installed at the rear of the foam tank and connected to electrical circuit of the trailer supply by the 7-pin connector and shall be controlled by a switch in the pump panel at the front of the trailer

### **Two (2) Wheel Chocks**

Two (2) Medium Kochek Wheel Chocks with storage brackets shall be provided and mounted on driver's side fender.

### **Shipped loose equipments**

- Two (2) 1-1/2" clear PVC suction hose, 120" inch long with 1-1/2" NST end fittings.
- Two each, 18" and a 40" stinger with 90-degree elbow pumping concentrate from 5- and 55-gallon barrels shall be provided. This stinger shall be #80 PVC pipe. The elbow shall have a 1-1/2" NSTF connection and a 1-1/2" ball valve to control the flow of foam at the stinger.
- Two (2) each PVC 1.5 foam fill tube approximately 48" long with shut off valve. Inlet connection on fill tubes to be 1 1/2" NSTF swivel type.
- Two (2) foam pail wrenches
- One (1) Set-Triple Holder (1) K05 Hydrant Wrench & (2) K01 Spanner Wrenches
- Two (2) 120 gpm low expansion nozzle with NST connection and ball valve. Nozzle to be Harrington model HHFN-S4-15NH.
- Two (2) 120 gpm medium expansion nozzle with NST connection and ball valve. Nozzle to be Harrington model HMFN-M4-15NH.
- Eight (8) 50-foot lengths of Mercedes Textiles Kraken EXO Permatak Color treated 1-3/4 " fire hose with 1-1/2" NH couplings.
- Two (2) 50-foot length of Mercedes Textiles MegaFlow Breather DJ 5" LDH hose with Storz couplings.
- Eight (8) 50-foot lengths of Mercedes Textiles Kraken EXO Permatak Color treated 2-1/2" fire hose with 2-1/2" NH couplings or equivalent.
- One (1) operational and technical manuals for all equipment and accessories provided.

### **Testing**

The trailer and all products shall be tested after all its associated piping and equipment have been installed. The tests shall be conducted at the manufacturer's approved facility.

### **General Warranty**

CET warrants to the original purchaser that CET will, at its election, either replace or repair any part of the new equipment sold to the purchaser hereunder which has been given no abnormal use; and which has received proper maintenance; and which is determined by CET to be defective in material or workmanship; and which has, within one (1) year after delivery to the purchaser be returned at the purchaser's expense, with transportation charges prepaid, to CET factory OR which has, within one (1) year after delivery to the purchaser, been pre-approved by CET for a third-party to perform the work. All problems shall be reported to CET in writing and damaged parts shall be returned to CET.

### **Exclusions from warranty:**

1. CET incurs no liability under this warranty or otherwise for parts, accessories or components not manufactured by it, but purchased for assembly into the equipment, but CET will assign to the Purchaser whatever warranty rights are extended by the supplier of such part, accessory or component
2. CET incurs no liability under this warranty or otherwise, for equipment which has been abused, altered or improperly maintained, or for equipment which has been returned for inspection or repair more than ten (10) days after defect complained of has been or should have been discovered by the Purchaser, or Equipment which is operated after the defect has been discovered.
3. CET incurs no liability for alteration or repairs unless the Purchaser first receives CET / written consent or approval. CET will not be responsible for work or repairs made or done by others.
4. CET incurs no liability for design alterations, parts, accessories or components which are not standard but are specified by the Purchaser for incorporation into the equipment.

### **Interpretation**

CET shall not be liable for transportation charges either in shipment to or by it and shall not be liable for loss of use, or consequential damage of any kind in connection with the sales, alteration, repair or replacement of any equipment or part thereof. Liability under this warranty shall be limited to replacement or repair and in any event shall not exceed the purchase price paid. This warranty is not transferable by the Purchaser. CET reserves the right to make changes in design or add any improvements to the Equipment at any time without incurring any obligation to install or modify same on other equipment previously supplied.

There are no other warranties, conditions or representations, expressed or implied, except the above.

**CET Water/Foam Tank Warranty Limited Lifetime**

CET Fire Pumps, Mfg. warrants each CET water and/or foam tank to be from manufacturing defects in material and workmanship for the service life of the original vehicle. Every CET tank shall be thoroughly inspected and tested for leaks before leaving our facility and must be installed in accordance with the CET Fire Pumps, Mfg. installation guidelines.

CET will repair or, at its option, replace the tank with a new tank. CET will cover customary and reasonable costs to remove and install the tank. This warranty will not cover the tanks that have been improperly installed, misused, or abused. The serial number must not have been altered, defaced or removed. CET will not cover any unauthorized third-party repairs or alterations. Any of these actions may void the warranty.

There are no warranties, expressed or implied, which extend beyond the description of the face, hereof. There is no express or implied warranty of merchantability or a warranty of fitness for a particular purpose. Additionally, this warranty is in lieu of all other obligations or liabilities on the part of CET Fire Pumps, Mfg.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly canceled. CET Fire Pumps, Mfg. neither authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

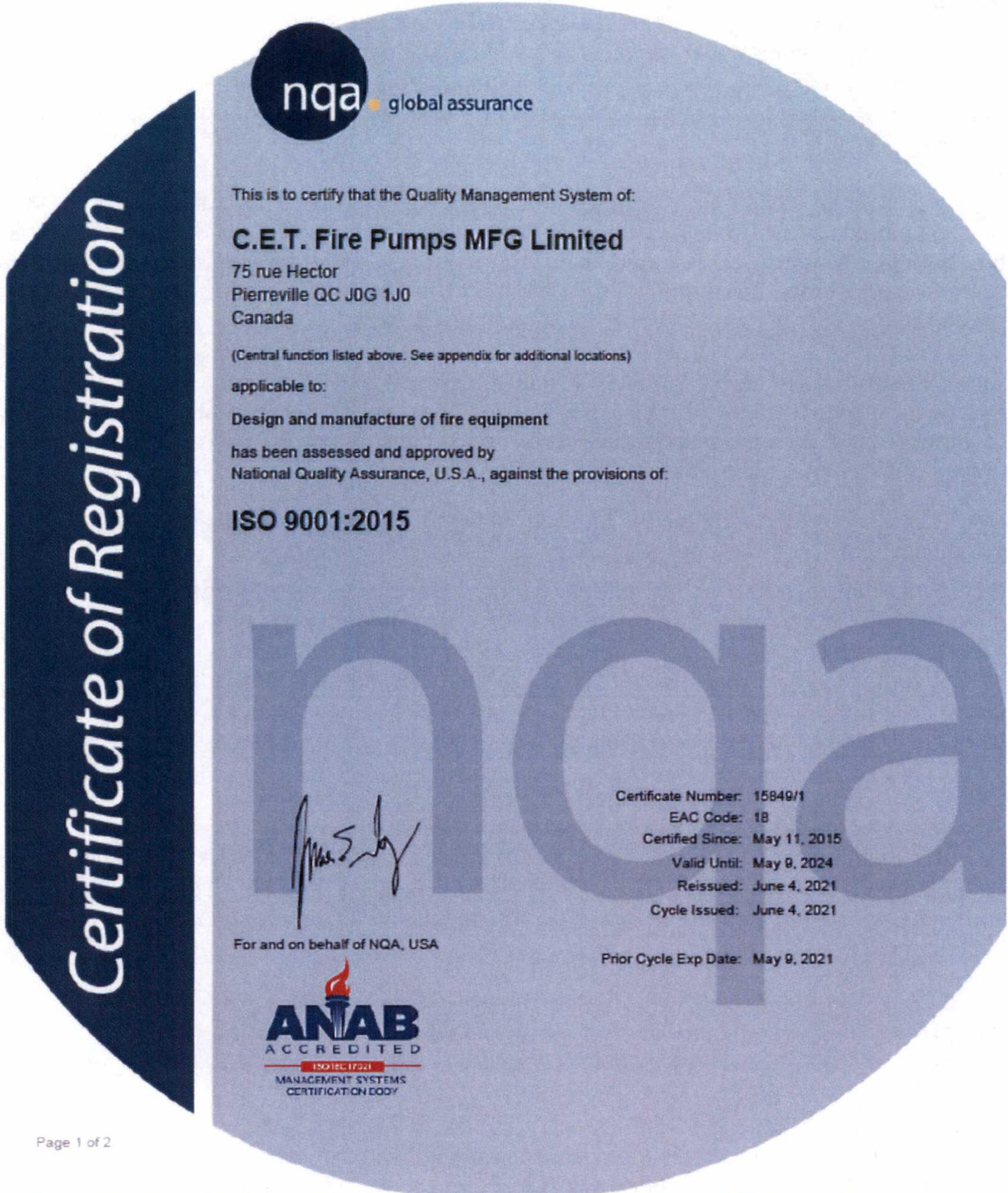
In no event will CET Fire Pumps, Mfg. be liable for an amount in excess of the currently published retail price plus installation and removal cost of the tank, for any loss or damage, whether direct or indirect, incidental, consequential, or otherwise arising out of failure of its product.

This warranty gives you the specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

The warranty is transferable within the United States and Canada at the discretion of CET Fire Pumps, Mfg. by notifying CET Fire Pumps, Mfg. within thirty (30) days of the vehicle transfer date. At that time, CET will, at its discretion, provide a transfer of ownership form.

**Manufacturer's discretion**

Materials, parts, or procedures used are subject to change at manufacturer's discretion at any time to provide equal or better products.



**Certificate of Registration**



This is to certify that the Quality Management System of:

**C.E.T. Fire Pumps MFG Limited**

75 rue Hector  
Pierreville QC J0G 1J0  
Canada

(Central function listed above. See appendix for additional locations)

applicable to:

**Design and manufacture of fire equipment**

has been assessed and approved by  
National Quality Assurance, U.S.A., against the provisions of:

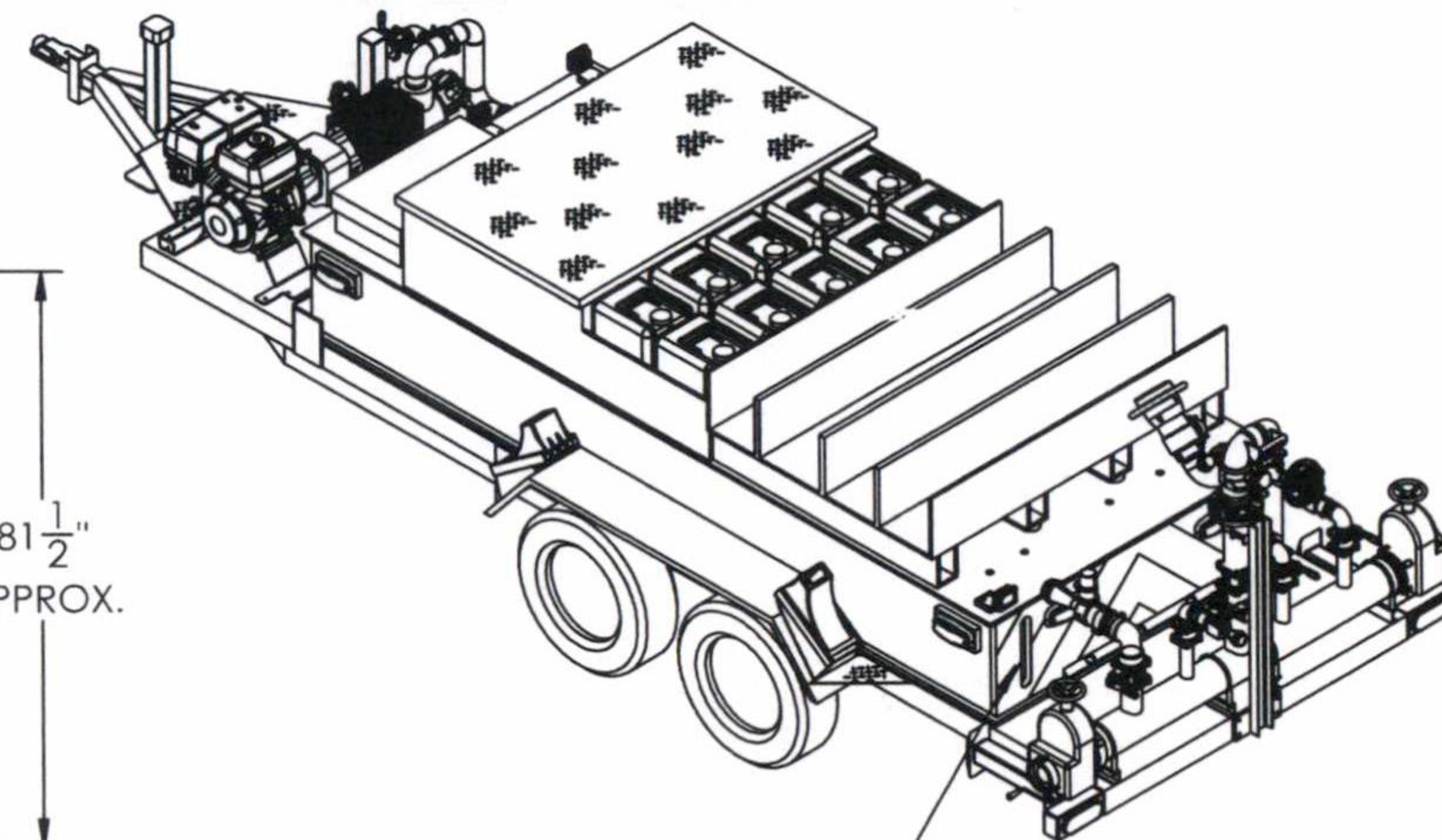
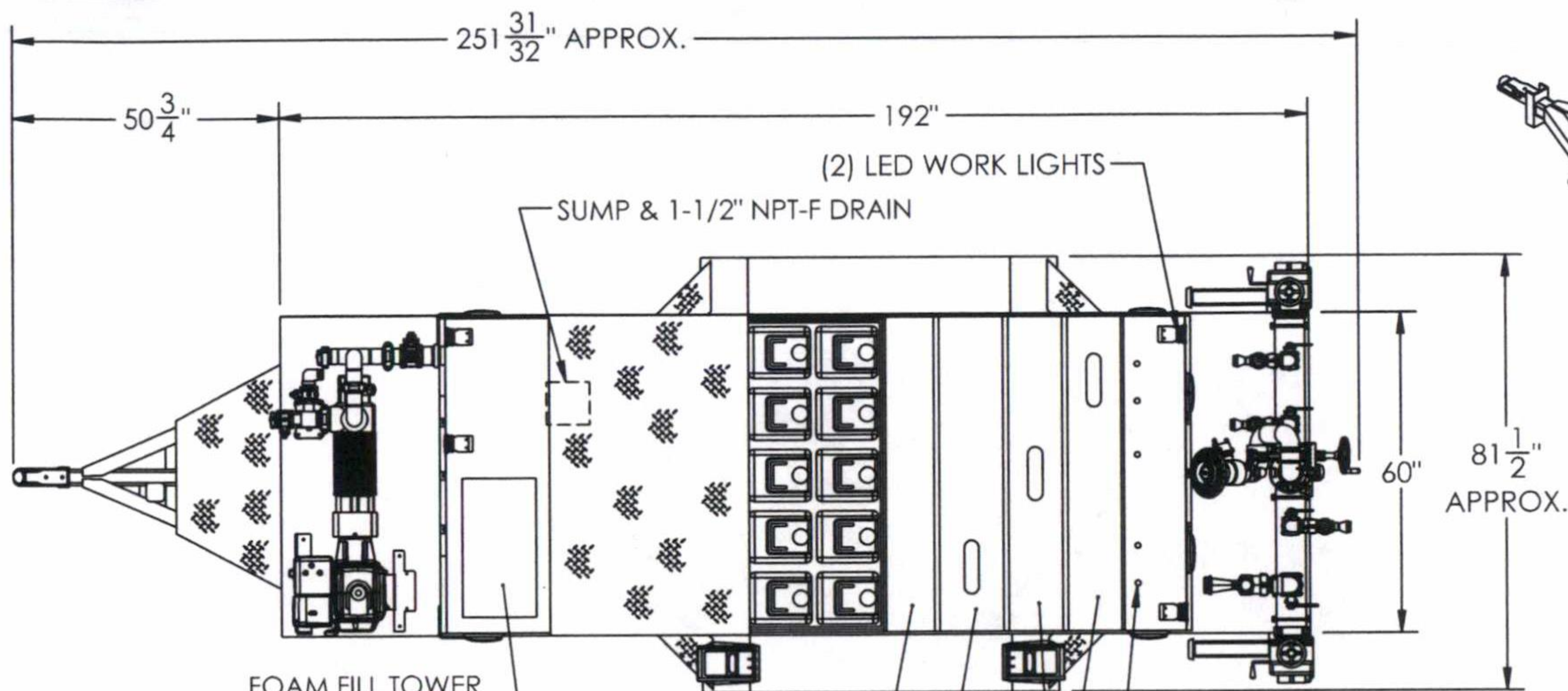
**ISO 9001:2015**

For and on behalf of NQA, USA



Certificate Number: 15849/1  
EAC Code: 18  
Certified Since: May 11, 2015  
Valid Until: May 9, 2024  
Reissued: June 4, 2021  
Cycle Issued: June 4, 2021  
  
Prior Cycle Exp Date: May 9, 2021

This approval is subject to the company maintaining its system to the required standard, which will be monitored by NQA, USA, 289 Great Road, Suite 105, Acton, MA 01720, an accredited organization under the ANSI National Accreditation Board.



FOAM FILL TOWER  
25" x 13" x 7"H

POLY DRY HOSE TRAY  
INT. DIMENSIONS: 59" x 9" x 10"H  
HOSE CAPACITY: 100' x 5"  
W/ CANVAS (NOT SHOWN)

POLY PRE-CONNECT HOSE TRAY  
INT. DIMENSIONS: 59" x 12" x 10"H  
HOSE CAPACITY: 200' x 2-1/2"  
W/ CANVAS (NOT SHOWN)

1" NPT-F  
PICK-UP TUBES (5)

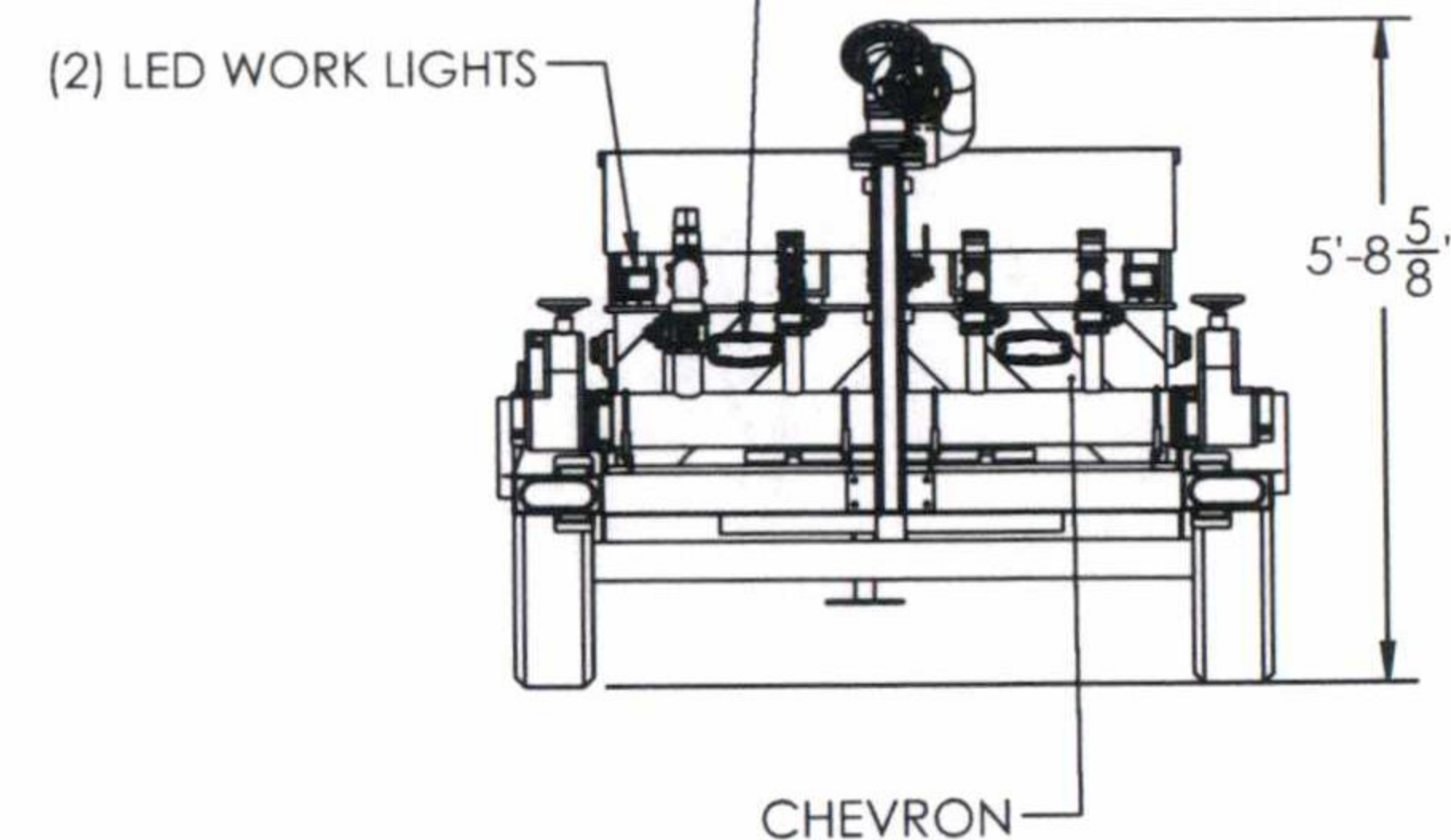
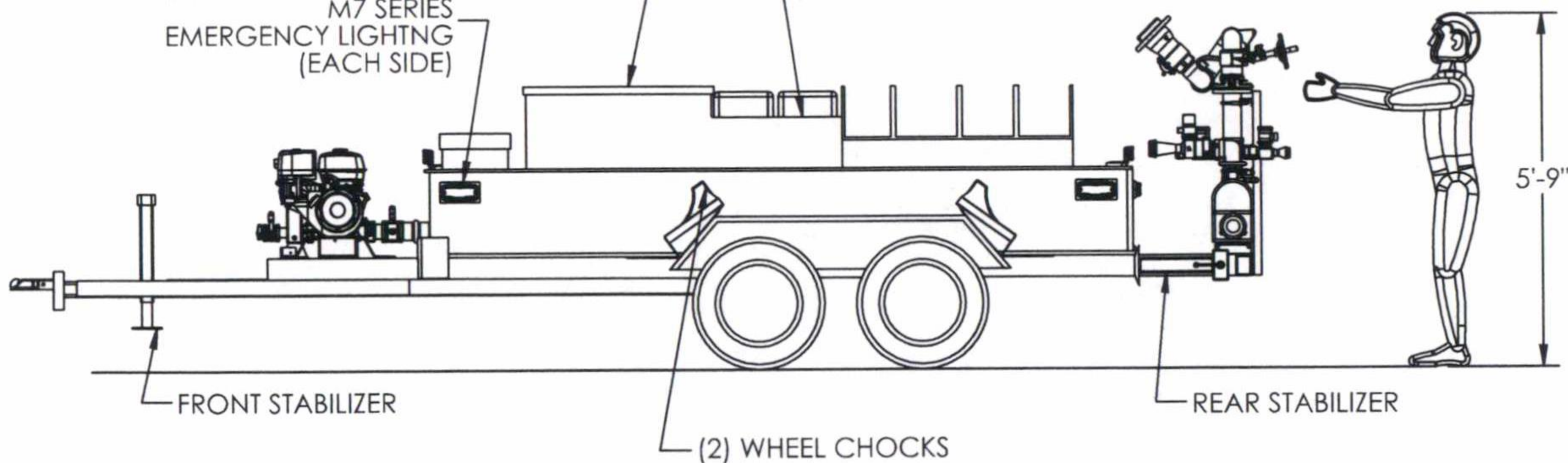
(2) POLY PRE-CONNECT HOSE TRAY  
INT. DIMENSIONS: 59" x 10" x 10"H (EACH)  
HOSE CAPACITY: 250' x 1-1/2" (EACH)  
W/ CANVAS (NOT SHOWN)

POLY COMPARTMENT  
INT. DIMENSIONS: 57" x 35" x 16"H  
W/ ALUMINUM LID

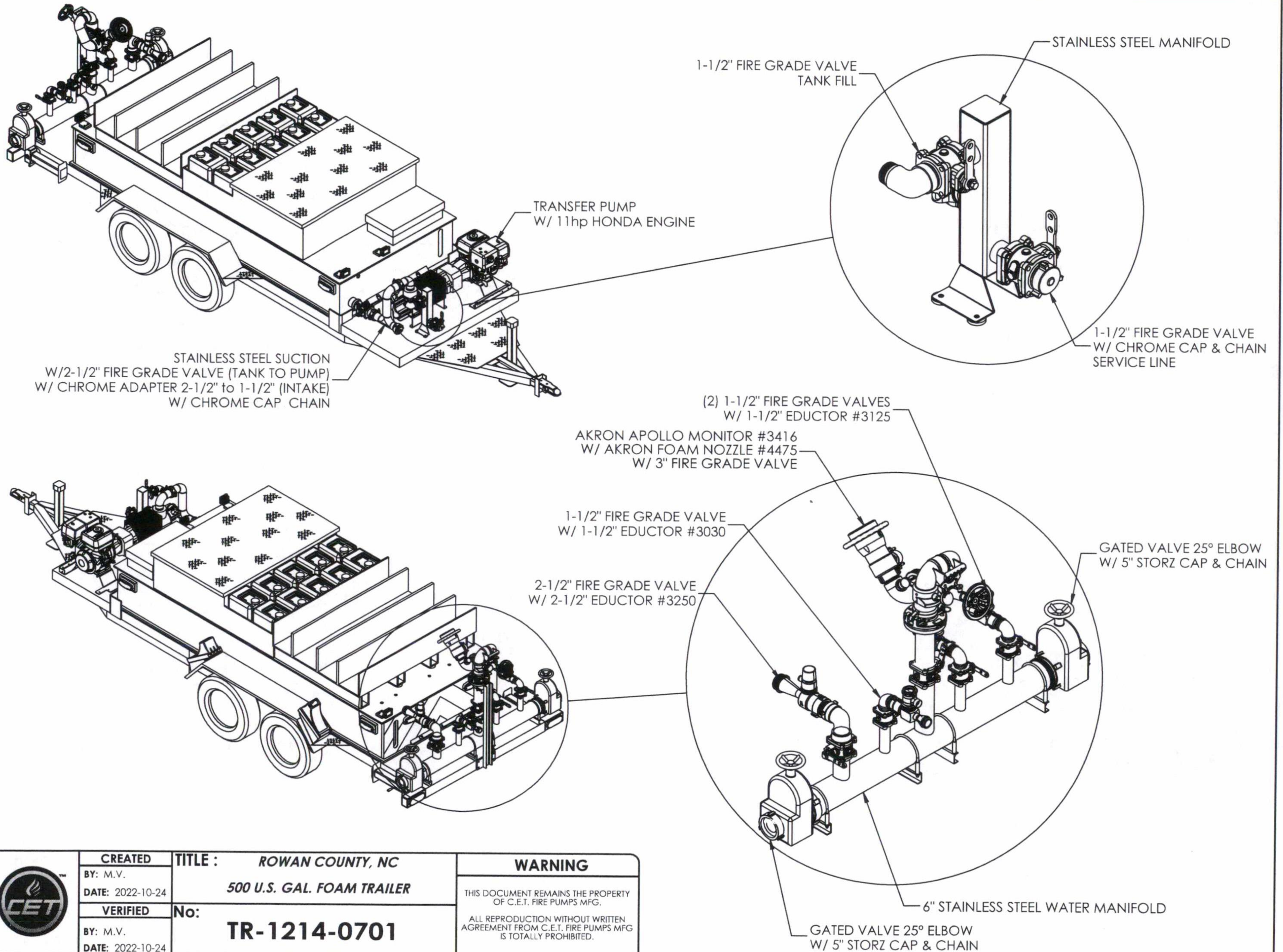
STORAGE COMPARTMENT  
INT. DIMENSIONS: 57" x 25" x 10"H  
CAPACITY: 10 FOAM PALES  
(FOAM PALES NOT INCLUDED)

(2) WHELEN SUPER LED  
M7 SERIES  
EMERGENCY LIGHTING  
(EACH SIDE)

(2) WHELEN SUPER LED  
M7 SERIES  
EMERGENCY LIGHTING



	<b>CREATED</b> BY: M.V. DATE: 2022-10-24	<b>TITLE :</b> ROWAN COUNTY, NC 500 U.S. GAL. FOAM TRAILER	<b>WARNING</b> THIS DOCUMENT REMAINS THE PROPERTY OF C.E.T. FIRE PUMPS MFG. ALL REPRODUCTION WITHOUT WRITTEN AGREEMENT FROM C.E.T. FIRE PUMPS MFG IS TOTALLY PROHIBITED.
	<b>VERIFIED</b> BY: M.V. DATE: 2022-10-24	<b>No:</b> TR-1214-0701	



	<b>CREATED</b> BY: M.V. DATE: 2022-10-24	<b>TITLE :</b> ROWAN COUNTY, NC 500 U.S. GAL. FOAM TRAILER	<b>WARNING</b> THIS DOCUMENT REMAINS THE PROPERTY OF C.E.T. FIRE PUMPS MFG. ALL REPRODUCTION WITHOUT WRITTEN AGREEMENT FROM C.E.T. FIRE PUMPS MFG IS TOTALLY PROHIBITED.
	<b>VERIFIED</b> BY: M.V. DATE: 2022-10-24	<b>No:</b> TR-1214-0701	

# Certificate of Registration



This is to certify that the Quality Management System of:

## C.E.T. Fire Pumps MFG Limited

75 rue Hector  
Pierreville QC J0G 1J0  
Canada

(Central function listed above. See appendix for additional locations)

applicable to:

### Design and manufacture of fire equipment

has been assessed and approved by  
National Quality Assurance, U.S.A., against the provisions of:

## ISO 9001:2015

For and on behalf of NQA, USA



Certificate Number: 15849/1  
EAC Code: 18  
Certified Since: May 11, 2015  
Valid Until: May 9, 2024  
Reissued: June 4, 2021  
Cycle Issued: June 4, 2021

Prior Cycle Exp Date: May 9, 2021

This approval is subject to the company maintaining its system to the required standard, which will be monitored by NQA, USA, 289 Great Road, Suite 105, Acton, MA 01720, an accredited organization under the ANSI National Accreditation Board.



# Certificate of Registration



global assurance

Appendix to Certificate Number: 15849/1

**Includes Facilities Located at:**

**C.E.T. Fire Pumps MFG Limited**

Certificate Number 15849/1

75 rue Hector

Pierreville QC J0G 1J0

Canada

Design and manufacture of fire equipment

**C.E.T. Fire Pumps MFG Limited**

Certificate Number 15849/1

2 Rue Industriel

Pierreville Quebec J0G 1J0

Canada

Water Tank and Foam Manufacturing



Certified Since: May 11, 2015

Valid Until: May 9, 2024

Reissued: June 4, 2021

Cycle Issued: June 4, 2021



**ACCEPT ONLY THE BEST**

**Trailer Reference List for  
For Rowan County, NC**  
Revised October 25<sup>th</sup> 2022

<b>Fire Department</b>	<b>Country</b>	<b>State</b>	<b>Qty</b>
Las Vegas	US	NV	1
Broward Fire Rescue	US	FL	1
Québec	Canada	QC	1
Boston	US	MA	1
Jefferson City	US	MO	1
Cleveland	US	OH	1
Minot	US	ND	1
DynCorp International LLC	US	N/A	1
Fort Smith	US	AR	1
Chimie ParaChem S.E.C	Canada	QC	1
WFR - Wholesale Fire & Rescue Ltd	Canada	AB	1
North Star BlueScope Steel LLC	US	OH	1
Amini Roshandel Group 2x	Foreign	N/A	2
Fort Keyera	Canada	AB	1
Harris Nuclear Plant	US	NC	1
Richmond Airport	Canada	BC	1
Potash Corp Mining	Canada	AB	1
Kevin Garringer Henry County	US	OH	1
Shell Canada	Canada	QC	1
ERAC - Emergency Response Assistance Canada	Canada	N/A	4
Fort Drum	US	NY	1
Vopak - GCM Consultants	Canada	N/A	1
Motion Canada	Canada	BC	1
ERAC - Emergency Response Assistance Canada	Canada	N/A	2
Husky	Canada	AB	1
BGS - Bunker Gear Specialists	US	LA	2
Special Boat Team 22 (SBT-22)	US	CA	1
Langley AFB, Imperial Beach Guns	US	VA	1

Fire Department	Country	State	Qty
Ability With Innovation (AWI)	US	TX	1
Sheppard, TX 82 CES/CER	US	TX	1
Sopfeu - Société De Protection Des Forêts Contre Le Feu	Canada	QC	1
Whitehand Group	Foreign	N/A	1
Formation incendie Bergeron	Canada	QC	1
Vale - K&D Pratt	Canada	NL	1
BGS - Bunker Gear Specialists	US	LA	2
US Air Force	US	CA	1
Alcom Medikal LTD	Foreign	N/A	1
American Ert	US	TN	1
Finley Fire Equipment	US	OH	1
Manitoba Hydro	Canada	MB	3
US Air Force	US	CA	1
US Air Force	US	MD	2
DeForest-Windsor FD	US	WI	1
US Oil Houston Terminal	US	TX	1
TVA Safety & Emergency Training	US	TN	1
Vaudreuil	Canada	QC	1
Nalcor Energy	Canada	NS	1
Lanxess Canada Ltd	Canada	ON	1
Lyondell Basell	US	TX	1
Emnes Energy & Marine SDN BHD	Foreign	N/A	1
East Manatee, FL	US	FL	1
Phillips 66 - Ferndale Refine	US	WA	2
Lackland FD	US	TX	1
City of Mobile	US	AL	1
Dominion Energy	US	VA	1
EMEC	Foreign	N/A	1
NEC Technical Systems Limited	Foreign	N/A	2
Esterhazy Mining	Canada	AB	1
Acushnet Fire	US	ME	1
Westford	US	MA	1
Metropolitan WA Airports, Dulles Int Airport	US	VA	1
US Army	US	N/A	1
Alabama Power Barry Steam Plant	US	AL	1
Lachute	Canada	QC	1
Sapphire Gas Solutions	US	FL	1
EcoPetrol Casa Inglesia	Foreign	N/A	2
Mellissa	US	TX	1
Jefferson Energy	US	TX	1

Fire Department	Country	State	Qty
Tennacor Canada Inc.	Canada	AB	2
US Army	US	FL	1
Mississippi Board of Animal Health	US	MS	1
		Total	85

**ITB 2023-007a Foam Trailer**

11/21/2022 15:00

<b>Vendor</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Phoenix Contracting	\$179,856.00	\$359,712.00
Southeastern Specialty Vehicles	\$118,744.00	\$237,488.00
Technology International Inc.	\$160,000.00	\$320,000.00
First Class Emergency Vehicles	\$109,820.00	\$219,640.00
Dan Enterprises Team Inc.	\$128,985.88	\$257,971.76

**Bid Opening Attendees**

Allen Cress- RoCo ES

Jody Farrow-Bennett - RoCo

Michelle Doyle - RoCo

TJ Brown - RoCo ES

Joseph Gregory - RoCo ES

Trey Daughtridge - Southeastern Specialty Vehicles

I hereby certify that this is a true tabulation of the bids received.

11/21/2022



---

Jody Farrow-Bennett, Purchasing Director

<b>Delivery</b>	<b>Exclusions</b>	<b>Model</b>
180 Days from receipt of PO.	Does not Specify	UPF Model # AFT-500
180 Days from receipt of PO.	Includes Freight to Salisbury, NC (per Trey)	CET W/Exceptions
(Est. 15 Months)	Includes Freight to Salisbury, NC	UPF Model # AFT-500
180 Days from receipt of PO.	Includes Freight to Salisbury, NC	CET W/Exceptions
180 Days from receipt of PO.	Does not Specify	CET W/Exceptions

<b>Warranty</b>			
Not Listed, Basic Mfg.?			
Standard 1 year; Tank-Lifetime;			
Mfg. Standard 2 Year			
Standard 1 year; Tank-Lifetime;			
Standard 1 year; Tank-Lifetime;			

**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:** Jody Farrow-Bennett; Purchasing Director & Chief Allen Cress; EMS Director  
**DATE:** 12/5/2022  
**SUBJECT:** Amendment #2 - Federal Engineering

---

Rowan County entered into an agreement with Federal Engineering in March 2019. BOC approved the first extension of the project contract to and end date of 12/31/2022; approved on 5/2/2022, Agenda Item J. Due to continued issues creating project delays, the County would like to extend this agreement.

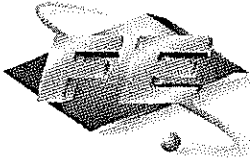
Federal Engineering will continue to provide radio communications consulting support through December 31, 2023. All other sections of the agreement remain unchanged.

Recommended: The Emergency Services and Purchasing Directors request that the Board of Commissioners authorize the County Manager to execute Amendment 2 with Federal Engineering.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
FE Master Agreement	11/22/2022	Cover Memo
FE Amendment 1	11/22/2022	Cover Memo
FE Amendment 2	11/22/2022	Cover Memo





**Federal  
Engineering®**

**Federal Engineering, Inc.**

10600 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

## BASIC SERVICE AGREEMENT

AGREEMENT made this 19 day of March 2019 by and between Federal Engineering, Inc., a Maryland corporation, having offices at 10600 Arrowhead Drive, Suite 160, Fairfax, Virginia 22030, (hereinafter called "**FE**") and the County of Rowan, NC having offices at 130 W Innes St, Salisbury, NC 28144 (hereinafter called the "**Client**").

The period of performance of this Agreement, for the purpose of issuing task orders hereunder, is from March 2019 to March 2022. This agreement may be extended by mutual agreement by both parties, in writing.

Subject to the provisions herein, **FE** shall in accordance with task orders issued hereunder, perform tasks in the general area of telecommunications, information technology, and management consulting services.

1. **STATEMENT OF WORK:** **FE** will complete the initial work as described in its proposal for *Radio Communications Consulting* dated November 14, 2018 in response to the Client's *Request for Proposal for Radio Communications Consulting*, which is attached and made part of this agreement.

The **Client** may, from time to time, issue additional written Task Orders under this agreement which will specify: (a) the statement of work to be performed; (b) security requirements, if any; (c) ceiling price or amount of the order including all charges and travel authorizations, if any; and (d) any other applicable instructions. Said Task Orders will incorporate this agreement by reference. Where a conflict exists between the terms of any Task Order and the terms of this Agreement the terms of this Agreement shall control.

2. **CLIENT OBLIGATIONS:** Nothing herein shall be construed as an obligation of the **Client** to issue any additional tasks hereunder and the limit of the **Client's** duties shall extend only to the initial work and such additional task orders as it may issue. Additional task Orders, when issued, are subject to review and acceptance by **FE**, which shall accept by signing in the space so provided and returning a copy of the Task Order.

3. **COMPENSATION:** **FE** will be compensated in accordance with the terms and conditions as described in its proposal *Radio Communications Consulting* dated November 14, 2018 in response to the *Client's Request for Proposal for Radio Communications Consulting*.

For any additional fixed price Task Orders, **FE** will submit invoices in accordance with the agreed upon milestone schedule showing the tasks that have been completed. For any additional time and materials Task Orders, **FE** will submit invoices in accordance with the rates and terms indicated in Schedules A of its proposal. Unless stated otherwise in any Task Order, payment of all invoices shall be due within thirty (30) days of the invoice date. Late balances are subject to a finance charge of 1.5 percent per month or fraction thereof. Any and all taxes, except income taxes, imposed or

assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, will be in addition to the invoiced amounts and shall be paid by the Client.

4. **INDEPENDENT CONTRACTOR:** *FE* shall be deemed at all times to be an independent Contractor. Neither *FE* nor its personnel shall at any time, or for any purpose be considered employees or agents of the **Client**. **Client** is hereby contracting with *FE* for the services described in the Task Order and *FE* is not required to perform the services during a fixed hourly or daily time and if the services are performed at the **Client's** premises, then *FE's* time spent at the premises is to be at the discretion of *FE*; subject to the **Client's** normal business hours and security requirements. *FE* hereby confirms to the **Client** that the **Client** will not be required to furnish or provide any training to *FE* to enable *FE* to perform the services required hereunder. The services shall be performed by *FE* and the **Client** shall not be required to hire, supervise or pay any assistants to help *FE* perform the services under this Agreement. The management of the work, including but not limited to the order or sequence in which it is performed, shall be under the control of *FE* subject to compliance with the task order. Except to the extent that *FE's* work must be performed on or with **Client's** computer or **Client's** software, all materials used in providing the services shall be provided by *FE*. *FE* shall provide any insurance coverage that is required in the normal course of business as well as any specialized insurance that is specifically called for in this agreement. The **Client** understands and agrees that as an independent contractor, *FE* does not have any authority to sign contracts, notes, or obligations to make purchases, or to acquire or dispose of any property for or on the behalf of the **Client**.

5. **WARRANTY:** *FE* hereby warrants to the **Client** that the firm is not under any obligation, contract, or agreement, nor has the firm previously executed any documents whatsoever, with any person, firm, association, or corporation that would, in any manner, prevent *FE* from giving, and the **Client** from receiving, the full benefit of the firm's consulting services. *FE* makes no other warranties, whether written, oral or implied, including without limitation warranty of fitness for purpose or merchantability. In no event shall *FE* be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to *FE* in advance or could have been reasonably foreseen by *FE*, and in the event this limitation of damages is held unenforceable, then the parties agree that by reason of the difficulty in foreseeing possible damages, all liability to **Client** shall be limited to One Hundred dollars (\$100.00) as liquidated damages and not as a penalty.

6. **PROPRIETARY INFORMATION:** *FE* hereby agrees that at all times both during the term of this Agreement and three (3) years after termination thereof, *FE* will hold inviolate and keep secret all knowledge, information, data, trade secrets, inventions, and customer lists that have been clearly marked "PROPRIETARY" by the **Client**. *FE* under the terms of this agreement will not disclose such information to any competitor, or other individual, corporation, or firm except when authorized to do so by the **Client**, in writing. Nothing herein shall be construed as to preclude *FE* in engaging in any occupation or endeavor which will not directly or indirectly involve the proprietary information of the **Client**.

*FE's* obligations with respect to handling and using proprietary information as set forth in this agreement are not applicable to: (1) Information that at the time of disclosure under this agreement is either known to *FE* or disclosed in existing literature

or patents or is in any other way in the public domain; (2) Information that after disclosure under this agreement becomes known to **FE** by independent discovery or by casual observation or analysis of information provided by a third party; (3) Information that after disclosure under this agreement becomes known to **FE** from a source other than the **Client** without breach of any obligation by the disclosing party; (4) Information that is or has been furnished by the disclosing party to the Government with "unlimited" rights, and (5) Information available in the public domain

7. **RELEASE OF INFORMATION:** **FE** shall not make any public release of information in any medium concerning this agreement without prior review and approval by the **Client**. Requests for review of any materials proposed for public release in any medium shall be submitted in writing to an authorized representative of the **Client** for approval, which shall not be unduly withheld.

8. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by either party at any time, for any reason, by giving written notice of such termination to the other party. Should the **Client** terminate this agreement while work is in progress, **FE**, upon receipt of the notice shall stop all work as quickly as practical. The **Client** shall be responsible for all labor and expenses incurred by **FE** up until work actually terminates.

9. **ASSIGNMENT:** Neither party shall assign or transfer this Agreement without written consent of the other party.

10. **GOVERNING LAW:** This agreement shall be interpreted and the rights of the parties shall be determined under the laws of the State of North Carolina. The **Client** hereby agrees to pay all legal, court, and collection fees incurred by **FE** to collect any overdue invoices rendered to the **Client**. **FE** agrees that the venue for any and all disputes shall be in the courts of Rowan County, North Carolina.

11. **COMPLIANCE WITH APPLICABLE LAWS:** **FE** agrees to comply with all applicable laws, statutes, and orders of the United States Government and any State or political subdivisions thereof now in effect or hereafter enacted, and the same shall be deemed to be incorporated by reference. **FE** shall be held harmless by the **Client** for violation of any governmental procurement regulation to which it may be subject but to which specific written reference is not made in this agreement.

12. **SET OFF:** The **Client** agrees that **FE** shall have the right to set off, against any amounts which may become due and payable to the **Client**, any amount which the **Client** may owe to **FE**, whether arising under this Agreement or otherwise.

13. **NON-SOLICITATION:** **Client** hereby agrees that for the term of this Agreement, and for a period of one (1) year thereafter, that the **Client** shall not directly or indirectly, orally, in writing, or by other method of communication, solicit any employee, agent, or consultant of **FE**, nor encourage any employee, agent, or consultant to terminate his or her employment or relationship with **FE**. **Client** further agrees that for the term of this Agreement, and for a period of one (1) year thereafter, should the **Client** hire any employee, agent, or consultant of **FE**, that **FE** is entitled to a finder's fee equal to seventy percent (70%) of the employee, agent, or consultant's first year total compensation package.

14. **WAIVER:** The failure of **FE** to insist on strict performance of any of the terms and conditions hereof shall not constitute a waiver of any other provisions.

15. **FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

16. **ATTORNEYS FEES:** If either **Party** should breach any term, condition or obligation created by this Agreement, then the other **Party** shall be entitled to be reimbursed for all of its reasonable attorneys' fees, court costs, litigation fees, transcript costs, deposition costs, and other related litigation and non-litigation costs incurred by the other **Party**.

18. **CONSTRUCTION:** Paragraph numbers and headings are for convenience only and shall not affect the interpretation of this agreement. If any term or condition of this Agreement is in conflict with local, state, or federal law and becomes null and void, the remainder of the Agreement shall survive and remain in effect. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law. This Agreement shall be construed as having been negotiated between the parties and not drafted by a particular party.

19. **ENTIRE AGREEMENT:** This Agreement supersedes all previous agreements both oral and in writing and contains all the terms and conditions of this transaction. All modifications to this agreement must be reduced to writing as amendments and duly executed by both parties hereto.

20. **EFFECTIVE DATE:** This Agreement shall become effective when executed by both parties and shall be binding upon the parties hereto, their successors and permitted assigns.

**FEDERAL ENGINEERING, INC.**

**County of Rowan, North Carolina**

By: Ronald F. Bosco  
Signature

By: Aaron Church  
Signature

Ronald F. Bosco

Print Name

AARON Church

Print Name

President and CEO

Title

COUNTY MANAGER

Title

March 13, 2019

Date

MARCH, 19, 2019

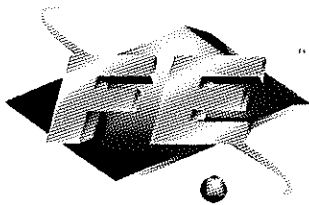
Date

**THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT.**

Leslie E. Herdick

FINANCE DIRECTOR

**ATTACHMENT A**  
Federal Engineering Proposal and  
Best and Final Offer for  
*Radio Communications Consulting*



"Unleashing the Power of Technology"

**Federal  
Engineering®**

**Federal Engineering, Inc.**

10600 Arrowhead Drive

Fairfax, VA 22030

703-359-8200

March 13, 2019

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

Reference: Federal Engineering, Inc. proposal to Rowan County, North Carolina dated November 14, 2018

Dear Mr. Church:

Federal Engineering, Inc. (**FE**) is pleased to submit this Best and Final Offer. The above referenced proposal is modified as follows:

**Page 1 – Cost Proposal Firm Fixed Price**

Paragraph 1, first sentence is modified to read as follows:

The total firm fixed price, including labor, travel, and other direct costs, for the Rowan County Radio Communications Consulting project is ~~\$149,341~~ \$144,341.

**Page 1 – Cost Proposal Price Breakdown per Phase**

Exhibit 1 - Cost Breakdown by Task is modified as follows:

Tasks	Description	Cost
Phase I	Needs Assessment and Recommendations	\$78,272
Phase II	RFP Procurement System Upgrade	\$46,143
Phase III	Project Management and Implementation Support Services	<del>\$24,926</del> \$19,926
	<b>Total</b>	<del>\$149,341</del> \$144,341

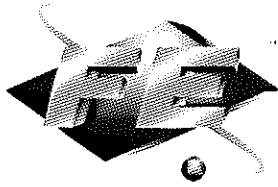
The remainder of the proposal remains unchanged in full effect.

Sincerely,

*Ronald F. Bosco*

Ronald F. Bosco  
President and CEO  
[rbosco@fedeng.com](mailto:rbosco@fedeng.com)





"Unleashing the Power of Technology"

**Federal Engineering®**

## **Federal Engineering, Inc.**

10600 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

November 14, 2018

Rowan County Finance Department  
Attention: David Sifford, Purchasing Agent  
130 West Innes Street  
Salisbury, NC 28144

Dear Mr. Sifford:

Federal Engineering, Inc. (*FE*) is pleased to submit this proposal to Rowan County, North Carolina to serve as radio communications consultant on behalf of the County. The attached proposal details the tasks required for the successful completion of the project as defined in your RFP for Consulting Services for Public Safety Radio Communications and clarified in Addendum 1 dated November 2, 2018.

As required by the RFP, the adjacent text box contains our corporate name address, telephone number and contact information for our President/CEO, Ronald F. Bosco, who will be your contact should you need additional information regarding our proposal.

### FULL NAME & ADDRESS OF FIRM

**Federal Engineering, Inc.  
10600 Arrowhead Drive  
Fairfax, VA 22030**

### PROPOSAL CONTACT

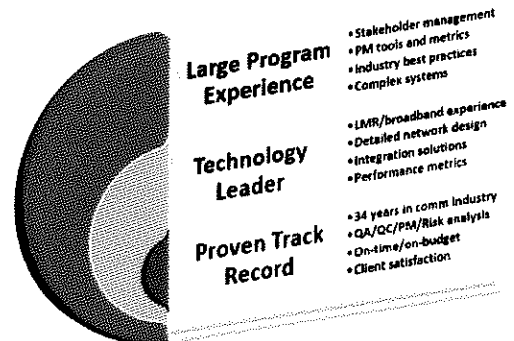
**Ronald F. Bosco, President/CEO  
Address/Phone: same as above  
rbosco@fedeng.com**

*FE* certifies our vendor independence. Unlike some consulting firms, we are not affiliated with any suppliers of public safety communications equipment or software, nor do we provide any services to them. We are not now, nor have we ever been, in the business of selling or leasing telecommunications equipment or services.

We are willing and able to provide the services necessary to successfully support the County in all elements of the anticipated systems upgrade. We have been in the business of public safety telecommunications consulting for over 35 years, and the qualifications of our team far exceed the minimum qualifications to successfully complete this project.

*FE* specializes in the planning, assessment, needs analysis, conceptual design, specification, and RFP development to upgrade standards-based P25 digital systems in all frequency bands. We are experts in the design and implementation of ancillary systems such as computer aided dispatch (CAD), records management systems (RMS), paging and alerting. We have extensive experience in providing services related to vendor evaluation, contract negotiations, system implementation, and testing oversight.

*FE* will engage County stakeholders and first responders and facilitate consensus through a collaborative process. Every project is unique. We develop customized tools, solutions, and deliverables based on your needs, while drawing upon our experience encompassing thousands of radio system upgrades, including



numerous P25 projects. We have assembled the best in-house team of consultants for your project, who have direct, hands-on experience planning, designing, and implementing multiple recent public safety radio projects in North Carolina.

*FE's* proposal is complete and compliant with the requirements in the RFP and describes, in detail, how we will accomplish the required tasks. *FE* possesses the permits, licenses, and professional credentials required to perform consulting services as specified in the RFP.

Our senior management team is actively involved in all projects, providing both technical and operational guidance and executive management of the team and our high-quality deliverables. As the founder of *FE*, I will be your contact regarding this proposal and will participate in the negotiation of contractual issues. By my signature below, I hereby authorize submission of this proposal and bind Federal Engineering, Inc. to the terms and conditions of this proposal for a period of 90 days, beginning on the due date for proposals.

My team and I look forward to working with Rowan County on this project.

Sincerely,

A handwritten signature in black ink that reads "Ronald F. Bosco". The signature is written in a cursive, flowing style.

Ronald F. Bosco  
President and Chief Executive Officer  
Federal Engineering, Inc.



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## 1 OVERVIEW OF THE FIRM

### 1.1 FE Corporate Profile

Our company began 35 years ago and has a rich history of providing system analysis and design for public safety communications technology; this is our only business. Our founder, Ronald F. Bosco, a former first responder and degreed engineer, continues to lead the firm and has kept his vision steady to improve the functionality and cost-effectiveness of public safety communications. This consistency in ownership translates into consistency in performance as evidenced by the fact that our earliest government clients remain clients today, over a quarter of a century later.



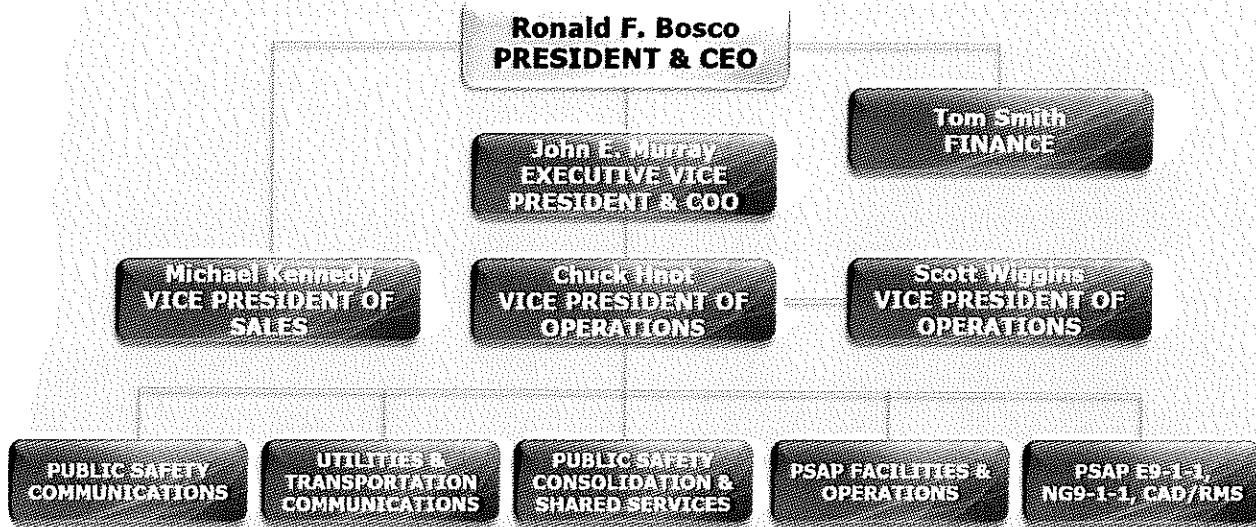
**FE's philosophy to "exceed client expectations to retain that client for life" has resulted in client retention and repeat business since the firm's inception.**

Federal Engineering provides consulting services for the full life cycle of public safety radio system and 9-1-1 system projects, as highlighted below.

<i>Federal Engineering Consulting Services</i>	
• LMR technologies and systems	• Strategic planning
• Total communications network design	• Needs assessment and analysis
• Trunked, simulcast, and conventional LMR	• Coverage and capacity analyses
• Spectrum planning and licensing	• Broadband/LTE
• P25 technology	• Interoperability analyses
• PSAP design, site planning and selection	• RFP development and specifications
• PSAP regionalization / efficiency studies	• Procurement support
• Next Generation 9-1-1 and E9-1-1	• Program management
• Governance and policy analysis	• Implementation management
• Data management services	• Independent validation/verification
• Cyber security	• Transition planning
• CAD/RMS	• FCC license applications



Exhibit 1 shows our corporate organization.



**Exhibit 1—Federal Engineering’s Corporate Structure**

***FE’s corporate capabilities align with public safety voice and data radio system planning, design, and deployment.***

Our team has extensive experience in the State of North Carolina and the southeast United States on projects with requirements similar to the County’s. A sampling of our work in the region includes the following clients:

Buncombe County, NC	State of South Carolina	Town of Jupiter, FL
Lenoir-Jones Counties, NC	Gwinnett County, GA	City of Lakeland, FL
New Hanover County, NC	Henry County, GA	Lee County, FL
State of North Carolina NG911 Planning	Camden County, GA	Manatee County, FL
Orange County, NC	Alachua County, FL	City of Miami, FL
Pitt County, NC	Collier County, FL	Okeechobee County, FL
Charleston County, SC	City of Gainesville, FL	Palm Beach County, FL
Lancaster County, SC	Gainesville (FL) Regional Utilities	

Federal Engineering meets the requirements of the RFP, as documented throughout each section of our proposal.

**FE’s** corporate headquarters in northern Virginia is strategically located in the *communications capital of the United States*, minutes from the nation’s capital. This facility supports our technical and professional personnel with a wealth of library materials, automated design tools, and dedicated staff. Our close proximity to the Federal Communications Commission (FCC), Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and other key federal government agencies has proven invaluable to our clients.





In addition to our headquarters in Virginia, we also have regional offices in Florida, Arizona, Minnesota, Pennsylvania, and New York. *FE* has a distributed workforce with consultants located in over 15 states, providing efficient response to our clients. To best support Rowan County, we have assigned staff based in the southeastern United States to your project: Florida-based project director and lead technical consultant, project manager in Tennessee, and RF coverage expert in Virginia.

## 1.2 Delivering the Lowest Cost Solution

Typical public safety mobile radio projects have three phases: analysis and recommendations, procurement, and implementation. The first phase is the lowest cost involving thousands of dollars in consulting fees while the last phase is by far the highest involving millions of dollars in equipment costs. The County can realize significant savings during the implementation phase by engaging the right consulting firm at the start.

Federal Engineering is that consulting firm. We have saved our clients millions of dollars while delivering solutions that meet or exceed their needs. Because we have been involved in billions of dollars in systems procurements, we have developed unmatched skills, methodologies, and databases that consistently yield satisfactory results.

*FE* starts with a proven RFP that encourages competition and motivates equipment vendors to “sharpen their pencils”. Our subject matter experts review the vendors’ proposed designs to determine if they will meet your stated requirements without the need for post-cutover enhancements. Our *FECostPro*<sup>™</sup> tool provides a database of historical equipment pricing so we can determine if the vendor is bidding an appropriate amount for a specific piece of equipment. We provide experienced negotiators that know where to look in the vendor proposals for hidden services and equipment costs that can be eliminated. We will work with the County to finalize a contract that contains the specifications developed by *FE* during the RFP process that tightly defines system performance thereby minimizing the vendor’s ability to “up scope” the project. The result of *FE*’s process typically is significant savings to our clients.

**The balance of this page intentionally left blank.**



## 2 QUALIFICATIONS AND REFERENCES

Federal Engineering is the nation's leading specialist in industry and government land mobile radio voice and broadband consulting. Our consultants have assisted and guided hundreds of clients across the nation with identifying needs, making recommendations, developing specifications and RFPs, and implementing systems to improve communications; the combined costs of which reach into the billions of dollars.

### 2.1 Experience Managing All Project Phases

Many of our clients have been migrating from legacy systems from various vendors to standards-based P25 Phase 1 and Phase 2 systems. The table below highlights our extensive conventional system and P25 expertise. It shows recent experience working on projects that involved: 1) comprehensive public safety radio communications assessments, 2) conceptual design of P25 700/800 MHz trunked radio systems, and 3) management of all project phases, from RFP to final system acceptance of a P25 trunked radio system for public safety.

<b>Federal Engineering Project Management Experience</b>									
<b>Client Name</b>	<b>Public Safety Radio Communications Assessment</b>	<b>Needs Assessment/ Requirements</b>	<b>Strategic Upgrade Plans</b>	<b>Conceptual Design</b>	<b>Conceptual Design of P25 Design 700/800 MHz trunked systems</b>	<b>RFP / Specification</b>	<b>Procurement</b>	<b>Implementation and Final Acceptance</b>	<b>P25 Implementation</b>
<b>Arkansas</b>									
City of Hot Springs	✓		✓			✓	✓	✓	
<b>Arizona</b>									
Arizona Public Service Company	✓	✓			✓	✓	✓		✓
State of Arizona	✓	✓			✓	✓	✓		✓
Town of Florence	✓	✓			✓				✓
City of Mesa	✓	✓		✓		✓	✓		
City of Mesa Utilities	✓	✓				✓	✓	✓	
Pinal County	✓	✓			✓				✓
Salt River Pima Maricopa Indian Community	✓	✓		✓					
<b>California</b>									
Bay Area Regional Interoperable Communications System	✓	✓		✓	✓	✓			
Contra Costa County	✓	✓							
Los Angeles Department of Water and Power	✓	✓	✓			✓			
Los Angeles Regional Interoperable Communications System						✓	✓	✓	
Marin County	✓	✓	✓			✓	✓	✓	
City of San Diego	✓	✓	✓						
San Diego and Imperial Counties	✓	✓			✓	✓	✓		✓
City and County of San Francisco	✓	✓			✓	✓	✓		✓





# Rowan County, North Carolina

## Radio Communications Consulting

<b>Federal Engineering Project Management Experience</b>									
Client Name	Public Safety Radio Communications Assessment	Needs Assessment/ Requirements	Strategic Upgrade Plans	Conceptual Design	Conceptual Design of P25 Design 700/800 MHz trunked systems	RFP / Specification	Procurement	Implementation and Final Acceptance	P25 Implementation
<b>Canada</b>									
Calgary Transit	✓	✓		✓		✓	✓		
Edmonton, Alberta Fire Rescue	✓	✓	✓						
Edmonton, Alberta Police	✓	✓	✓						
E-Comm, Vancouver, British Columbia				✓			✓		
<b>Colorado</b>									
Routt County				✓					
State of Colorado DTR	✓	✓	✓						
State of Colorado Microwave	✓	✓				✓			
<b>Florida</b>									
Collier County	✓	✓				✓	✓	✓	
Gainesville Regional Utilities	✓	✓			✓	✓	✓		
City of Lakeland	✓	✓			✓	✓	✓		✓
Nassau County							✓	✓	
<b>Georgia</b>									
Camden County	✓	✓				✓	✓	✓	
Henry County	✓	✓		✓		✓	✓	✓	
LaGrange County	✓	✓							
<b>Iowa</b>									
City of Davenport	✓	✓					✓		
Iowa State Police	✓	✓			✓	✓	✓		✓
State of Iowa Department of Corrections	✓	✓		✓		✓			
Mills County	✓	✓							
<b>Kentucky</b>									
Boone County	✓	✓			✓				✓
Bowling Green Municipal Utilities	✓	✓			✓	✓	✓		✓
Bowling Green-Warren County	✓	✓			✓	✓	✓		✓
City and County of Henderson	✓	✓				✓	✓	✓	
<b>Maryland</b>									
State of Maryland								✓	
<b>Minnesota</b>									
Mayo Clinic				✓			✓	✓	
State of Minnesota	✓	✓	✓		✓				
<b>Montana</b>									
State of Montana			✓		✓				
Montana 15-90 Interoperable Communications Consortium	✓	✓							







# Rowan County, North Carolina

## Radio Communications Consulting

<b>Federal Engineering Project Management Experience</b>									
Client Name	Public Safety Radio Communications Assessment	Needs Assessment/ Requirements	Strategic Upgrade Plans	Conceptual Design	Conceptual Design of P25 Design 700/800 MHz trunked systems	RFP / Specification	Procurement	Implementation and Final Acceptance	P25 Implementation
Montana Big Sky Consortium	✓	✓							
<b>Nebraska</b>									
State of Nebraska	✓	✓				✓			
Metropolitan Utilities District of Omaha, Nebraska	✓	✓	✓						
<b>Nevada</b>									
State of Nevada	✓	✓		✓		✓	✓	✓	
<b>New Hampshire</b>									
Twin State Mutual Aid Fire Association, New Hampshire	✓	✓		✓					
<b>New Mexico</b>									
State of New Mexico	✓	✓	✓						
City of Albuquerque	✓					✓	✓		
<b>New York</b>									
State of New York								✓	
Cortland County	✓	✓			✓	✓	✓		✓
Essex County	✓	✓				✓		✓	
Lewis County	✓	✓		✓					
New York City Transit / Metropolitan Transportation Authority					✓	✓	✓		
<b>North Carolina</b>									
Buncombe County	✓	✓			✓	✓	✓		✓
New Hanover County	✓	✓			✓	✓	✓		✓
Orange County	✓	✓	✓	✓					
Pitt County					✓	✓			
Yadkin County	✓	✓				✓	✓	✓	
<b>North Dakota</b>									
State of North Dakota	✓	✓	✓	✓		✓	✓		
<b>Oregon</b>									
State of Oregon	✓	✓			✓	✓	✓		✓
City of Portland	✓	✓		✓		✓	✓	✓	
Portland General Electric	✓	✓		✓		✓			
<b>Tennessee</b>									
Town of Collierville	✓	✓	✓			✓	✓	✓	
Cumberland County							✓	✓	
City of Nashville	✓	✓							
<b>Texas</b>									
City of El Paso	✓	✓			✓	✓	✓		✓
El Paso County	✓	✓			✓	✓			





# Rowan County, North Carolina

## Radio Communications Consulting

<b>Federal Engineering Project Management Experience</b>									
Client Name	Public Safety Radio Communications Assessment	Needs Assessment/ Requirements	Strategic Upgrade Plans	Conceptual Design	Conceptual Design of P25 Design 700/800 MHz trunked systems	RFP / Specification	Procurement	Implementation and Final Acceptance	P25 Implementation
<b>Virginia</b>									
Caroline County	✓	✓			✓	✓			
City of Chesapeake	✓	✓		✓		✓	✓	✓	
Fauquier, Culpeper, and Rappahannock Counties	✓	✓		✓			✓	✓	
City of Hampton	✓	✓	✓		✓				✓
Hanover County	✓	✓		✓		✓		✓	
King and Queen County	✓	✓			✓	✓	✓		✓
Middlesex County	✓	✓					✓	✓	
New Kent County	✓	✓				✓	✓	✓	
City of Newport News	✓	✓			✓	✓	✓		✓
Hampton Roads Region, Virginia / Overlay Regional InterOperability Network (ORION)	✓	✓			✓	✓	✓		✓
Pittsylvania County	✓	✓			✓	✓	✓		✓
City of Portsmouth	✓	✓			✓	✓	✓		✓
Rockbridge County	✓	✓			✓	✓	✓		✓
Sussex County	✓	✓					✓	✓	
City of Virginia Beach	✓	✓	✓						
<b>Washington</b>									
Bonneville Power Administration	✓					✓	✓		
Pierce County	✓		✓						
City of Redmond	✓					✓	✓		
City of Seattle	✓							✓	
State of Washington	✓		✓						
<b>Wisconsin</b>									
Dane County	✓				✓	✓	✓		✓
Manitowoc County	✓				✓	✓			✓
State of Wisconsin	✓		✓	✓					
<b>Wyoming</b>									
State of Wyoming	✓								
Campbell County	✓								
City of Gillette	✓								

## 2.2 Knowledge of Public Safety Radio Systems

FE consultants have worked on practically every type of system and in hundreds of project and operational situations. As a result, we are familiar with and understand the complexity



that will be involved with upgrading the County’s system to the desired service and performance levels. A sampling of our knowledge includes the following:

**Land Mobile Radio Systems**

- Trunked
- Simulcast
- Multicast
- Analog
- Digital

**Frequency Bands**

- Low band
- T-band
- VHF
- UHF
- 700/800 MHz
- 900 MHz
- 2.4, 4.9, 5.8 GHz
- Other licensed and unlicensed bands

**Land Mobile Radio Technologies**

- APCO TIA P25
- MPT1327
- TETRA
- DMR
- SCADA

**Manufacturers’ Systems and Equipment**

- Harris (M/A-COM)
- Motorola
- Tait
- Airbus DS (Cassidian)
- EF Johnson
- Raytheon
- DataRadio
- Others

**Broadband/Advanced Wireless Technologies**

- LTE
- WiMAX
- WiFi
- Integrated voice and data

**Backhaul Systems**

- Microwave
- T-carrier
- Optical fiber

***Leveraging Our Industry Reputation and Emerging Technologies***

*FE* is a corporate affiliate of leading industry groups, and our consultants are heavily involved in the organizations below. This investment of time and energy by our staff in participating in current LMR trends enables us to stay abreast of and anticipate upcoming developments in radio system technologies and allows us to provide a voice for first responders in standards development.

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Association of Public-Safety Communications Officials (APCO)</li> <li>• National Emergency Number Association (NENA)</li> <li>• National Association of State Telecommunications Directors (NASTD)</li> <li>• Project 25 Technology Interest Group (PTIG)</li> <li>• P25 Phase 2 Industry Roundtables and Best Practices Workshops</li> <li>• Radio Club of America (RCA)</li> <li>• National Fire Protection Association (NFPA)</li> </ul> | <ul style="list-style-type: none"> <li>• Alliance for Telecommunication Industry Solutions-Emergency Service Interconnection Forum (ATIS-ESIF)</li> <li>• Telecommunications Industry Association (TIA)</li> <li>• Internet Engineering Task Force (IETF).</li> <li>• National Public Safety Telecommunications Council (NPSTC)</li> <li>• Federal Partnership for Interoperable Communications (FPIC)</li> <li>• Institute of Electrical and Electronic Engineers (IEEE)</li> </ul> |
|--|--|

Our team is recognized by their peers; our consultants chair national technical committees and have had papers published by many professional organizations. Our consultants serve on the APCO Commercial Advisory Council and MissionCritical Communications magazine’s editorial advisory board, and *FE’s* chief consultant currently serves on the NG9-1-1 Institute Board of Directors.



We regularly present at APCO and NENA national and regional conferences, as well as the International Wireless Communications Expo (IWCE). *FE’s* interactive coverage methodology



tool, **FECoverage™**, has set the industry standard and we have been invited by IWCE to deliver real-time workshops highlighting its effectiveness for the past four years.

*Over the past two years our experts have participated in over 37 sessions at IWCE and APCO on P25, LMR and LTE, and other relevant topics.*

## 2.3 Recent Relevant Experience in North Carolina



For **Buncombe County, North Carolina**, **FE** conducted a needs analysis, collecting, compiling, and analyzing key information obtained from county public safety wireless systems users. We also conducted an assessment of the county's existing infrastructure to determine if sites were suitable for continued use or if modifications were required for an upgraded system.

Estimated costs associated with improving the sites to meet the county's needs were provided. **FE** performed system propagation analysis to analyze outdoor and in-building coverage and modeled coverage in the VHF, UHF and 700 MHz frequency bands. We also developed a conceptual design for the system infrastructure, backhaul, and capacity meeting the county's requirements and developed the county's RFP for a digital trunked 800 MHz radio communications system.

**Yadkin County, North Carolina** selected **FE** to assist with the procurement process of acquiring a new public safety radio system to comply with FCC narrowbanding requirements. **FE** reviewed unsolicited system proposals the county had already received and recommended that the county issue an RFP. **FE** conducted an abbreviated needs assessment with baseline coverage study and developed an RFP. **FE** assisted the county with contract negotiations and implementation support, including tower structural analyses to verify the vendor's final design viability. This project was completed in 2016.



**New Hanover County, North Carolina** selected **FE** to conduct needs assessments and coverage analyses, and develop recommendations for a new, countywide public safety mobile radio network. **FE** generated an RFP based on the design and provided procurement assistance, proposal evaluations, and contract negotiation support. **FE** conducted program management and implementation support for the county's new 800 MHz, digital public safety mobile radio network **FE** also provided program management and technical assistance for the county's 800 MHz rebanding. This project was completed in 2015.

**Orange County, North Carolina** selected **FE** to recommend a solution to resolve the county's public safety radio system coverage and capacity deficiencies. **FE** conducted a thorough user needs assessment with county fire, law enforcement, and EMS agencies to fill information gaps and gather requirements for the upgraded system. Our team explored the current portable, mobile, and in-building coverage and capacity issues in depth with county agency representatives during the needs assessment. **FE** then developed a set of high-level requirements for enhancements to the VIPER network to be used to provide an upgrade to a viable digital system for county agencies. **FE** performed coverage and capacity analyses to recommend a radio site constellation and set of

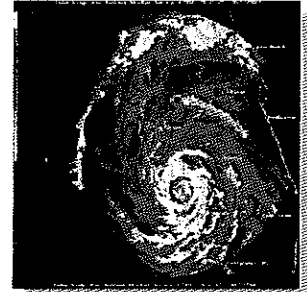


channels, determine required modifications to existing towers, specify equipment needs to upgrade to P25, consider the inclusion of a backup conventional subsystem that includes a station and unit paging system, and outline the tower type and construction for any new sites. This project was completed in 2013.

### ***Understanding Public Safety Communications in Hurricane Environments***

Although not as vulnerable as the State's coastal areas, Rowan County's location is still vulnerable to natural disasters such as hurricanes, high winds, and flooding.

Through experience gained on our multiple projects in North Carolina and other coastal states, we understand that radio communications systems must be built to higher standards of redundancy and survivability to withstand the potential for severe weather events, must be capable of operating for extended periods on backup or emergency powers systems, and must support mutual aid communications with other first responders coming to render aid for communities impacted by these severe weather events.



We will address the following issues in our radio system planning and design for the County to minimize system outages and facilitate both quick disaster response and efficient disaster recovery:

- Structures must be able to withstand hurricane force winds, high waters, and tidal surges to provide communications during disasters and so they do not become part of the problem during disaster recovery
- Radio sites must have adequate backup power (larger fuel tanks, portable generators, and other means) to provide power during long outages
- Evacuation routes must have very good coverage
- All first responders and secondary responders (utilities, public works, and others) must have interoperable communications to coordinate road blockage, fallen trees, notification, and clearing
- If school buses are utilized to evacuate shelters, they will need access to the communications system
- A radio cache should be available to accommodate outside assistance
- A "site on wheels" may be considered to provide coverage where a communication site is lost
- Dispatch systems should be designed to allow for dispatching from a backup location or locations. This entails linking additional emergency use consoles to the radio system via wireless, Ethernet, T1, and/or other means.



## 2.4 Client Satisfaction with *FE* as an Independent Trusted Advisor

*FE*'s certified independence guarantees that Rowan County will receive totally objective analyses. Unlike some consulting firms, *FE* has no business relationship with any suppliers of public safety communications equipment or software, nor do we provide any services to them. We are not engaged in, nor are we associated with, the business of selling, servicing, or renting radio communications, telephony, CAD, or any other systems.

We are your trusted advisor, helping you attain your goals and objectives in a cost-effective manner. A sampling of recent system procurements shown below are evidence that *FE*'s involvement has resulted in a wide range of major system vendor selections.

<i>Client</i>	<i>Radio System Vendor</i>
State of Oregon	Harris
King and Queen County, Virginia	Tait
City of Virginia Beach, Virginia	Motorola
ORION, Hampton Roads Region, Virginia	Motorola
Buncombe County, North Carolina	Airbus DS (Cassidian)
Manitowoc County, Wisconsin	Motorola
Dane County, Wisconsin	Harris
Pittsylvania County Virginia	Harris

Our specialists have considerable experience supporting public safety radio systems negotiations with a proven track record of saving millions of dollars for our clients. Because our team deals with vendors on a regular basis, we have insights into their negotiation methods and practices that will prove invaluable to the County.

## 2.5 P25 Experience

Rowan County seeks a consultant experienced with P25 radio system upgrades. In addition to the P25 experience described in previous sections, *FE* is proud to share our leadership as consultants to the first three P25 Phase 2 system procurements/ implementations in the United States:

- Buncombe County, North Carolina—*FE* assisted with the procurement and supervised the deployment of the first Airbus DS (formerly Cassidian Communications) P25 Phase 2 implementation in the U.S.
- Bowling Green Municipal Utilities, Kentucky—*FE assisted with the procurement and supervised the first P25 Phase 2 system implementation in the U.S.*, a Motorola Astro 25 system.
- State of Oregon—*FE* assisted with the procurement of the first Harris Corporation P25 Phase 2 implementation in the U.S.

Our firm remains on the forefront of technology today.



## **2.6 References**

The projects listed in our references on the following pages demonstrate our excellent recent experience in performing projects with similar project goals for city and county systems of comparable size and subscriber base.

*FE is one of the few public safety consulting firms who has not changed hands or ownership over the past three decades. Every project described in our references has been completed successfully under FE technical management and by FE staff with the company today.*

The balance of this page is intentionally left blank.



# NEW HANOVER COUNTY, NORTH CAROLINA Public Safety Communications Consulting



**Project Dates**  
2005 – 2015

## **Relevant Technologies**

- P25
- Digital LMR
- 800 MHz
- Trunked

## **Project Contact**

Stephen Still  
Director of Emergency Management  
230 Market Place Drive Suite 115  
Wilmington, NC 28403  
910-798-6910  
sstill@nhcgov.com

## **Project Snapshot**

- Collect information on and assess radio infrastructure, licenses, applications, operations, channel usage, and sites
- Assess all existing sites and several potential sites
- Develop system specifications and features RFP
- Assess vendor technical proposals and recommend compliant vendor to county
- Provide program management and IV&V services
- Rebanding program management
- Low voltage systems design and implementation oversight for Admin Bldg

## **Project Description**

New Hanover County, North Carolina, retained **FE** to provide needs assessment, design, RFP generation, system procurement, and implementation services for their 800 MHz public safety system. Subsequently, the county required the design of low voltage signaling infrastructure for IT, telecom, and security systems to support the daily operations of the County Administration Building. **FE** assessed the needs of the county's mobile and portable radio users by collecting information about the existing radio infrastructure, licenses, applications, operations, channel usage, and sites via interviews and questionnaires.

The **FE** team assessed existing sites and several potential sites for an additional tower to improve coverage, then developed system specifications and features for both the LMR system and the microwave network and incorporated them into an RFP. **FE** developed an evaluation matrix for ranking the vendors' technical proposals, conducted the vendor pre-bid conference, reviewed vendor questions, and prepared the responses and RFP addenda. **FE** evaluated new vendor technical proposals, processed the vendors' cost proposals, combined the technical and cost proposals to rank the vendor proposals, and recommended a compliant vendor to the county.

During the implementation phase, **FE** coordinated the *Installation and Implementation Oversight Plan* with the installation and equipment vendors' plans. This detailed oversight plan guided **FE** to oversee and evaluate the implementation of each site (for both radio stem and microwave installation) and the dispatch center. The 800 MHz P25 countywide system is currently operational and meets New Hanover County's requirements for a reliable first responder network

**FE** also provided program management and technical assistance for the county's 800 MHz rebanding as well as design and implementation oversight for low voltage systems in the County Administration Building.





# YADKIN COUNTY, NORTH CAROLINA

## Procurement and Implementation Support and Tower Inspections



### Project Dates

2013 – 2016

### Relevant Technologies

- Analog
- VHF
- Conventional
- Simulcast
- Microwave

### Project Contact

Lisa Hughes  
Deputy County Manager  
217 East Willow St.  
Yadkinville, NC 27055  
336-679-4200  
lhughes@yadkincountync.gov

### Project Snapshot

- Reviewed unsolicited system proposals received by the County
- Provided recommendation that the County issue an RFP
- Conducted abbreviated needs assessment with baseline coverage study
- Developed RFP
- Assisted County with contract negotiations and implementation support
- Tower structural analyses and request for quotes for tower modifications

### Project Description

Yadkin County, North Carolina, was operating a three-site Tait Quasi-Sync wideband VHF public safety mobile radio system supporting 12 combination (paid/ volunteer) fire and/or rescue agencies, countywide emergency medical services, the county sheriff (court, detention, patrol, civil and investigations divisions), county public safety answering point, and other agencies. The system supported the police departments and other departments within the municipalities of Boonville, East Bend, Jonesville, and Yadkinville. **FE** was selected to provide procurement support for upgrades or modifications to the system that will satisfy the narrowbanding requirement.

**FE** assessed the current proposal and made recommendations, reviewed the work products of the previous consultant including the initial assessment and recommendations, and presented the findings and recommendations to the County Administrator and County Board.

**FE** conducted a coverage assessment and produced a set of maps for both mobile and portable subscriber units depicting major geographical landmarks and the area topography, including scale, color schemes, highway/road data, jurisdictional boundaries, and desired performance characteristics. **FE** developed technical specifications to serve as the basis for an RFP, updated the technical specifications based on County review and comments, reviewed the vendor proposal selected by the County, assisted the County with contract negotiations, and provided support for technical issues

**FE** provided implementation services which included the modifying of existing antenna support structures to support new LMR and microwave equipment.



# ORANGE COUNTY, NORTH CAROLINA

## Radio System Upgrade Plan and Coverage Analysis



### Project Dates

2012 – 2018

### Relevant Technologies

- Analog to digital
- 800 MHz
- Trunked
- Multicast
- Paging and logging recorder
- Microwave

### Project Contact

Jim Groves  
Emergency Service Director  
200 S. Cameron St.  
P.O. Box 8181  
Hillsborough, NC 27278  
919-245-6140  
[jgroves@orangecountync.gov](mailto:jgroves@orangecountync.gov)

### Project Snapshot

- Assessed options for improving radio coverage
- Conducted a user needs assessment
- Conducted system requirements assessment
- Conducted a coverage workshop
- Developed alternatives report
- Performed coverage and capacity analyses

### Project Description

Orange County has diverse challenges for public safety communications, including coverage and varied operational environments. The County selected **FE** to recommend a solution to resolve the county's public safety radio system coverage and capacity deficiencies.

**FE** conducted a thorough user needs assessment with county fire, law enforcement, and EMS agencies to fill information gaps and gather requirements for the upgraded system. Our team explored the current portable, mobile, and in-building coverage and capacity issues in depth with county agency representatives during the needs assessment.

Using this information, **FE** developed a set of high-level requirements for enhancements to the VIPER network that can be used to provide an upgrade to a viable digital system for county agencies. Based on the county-approved requirements.

**FE** performed coverage and capacity analyses to recommend a radio site constellation and set of channels, determine required modifications to existing towers, specify equipment needs to upgrade to P25, consider the inclusion of a backup conventional subsystem that includes a station and unit paging system, and outline the tower type and construction for any new sites.

**FE's** evaluation of user needs, combined with baseline assumptions, VIPER and technology trends, allowed for the identification of specific system requirements that will be used in the development of RF coverage improvements for the 800 MHz VIPER system, as well as for the station alerting and paging systems in use.



# CITY AND COUNTY OF HENDERSON, KENTUCKY Radio Communications Consulting



## Project Dates

2014 – 2018

## Relevant Technologies

- 700 MHz
- Analog and digital
- VHF/UHF
- Conventional and trunked
- Logging recorder
- Fire alerting

## Project Contact

William “Buzzy” Newman  
Assistant City Manager  
222 First Street  
Henderson, KY 42420  
270-831-1200  
bnewman@cityofhendersonky.org

## Project Snapshot

- Conduct needs assessment
- Prepare alternatives analysis
- Develop RFP and procurement-related documents
- Assist with vendor proposal review and contract negotiations
- Provide implementation support

## Project Description

**FE** provided professional guidance in support of acquiring a modern, efficient, and cost-effective communications system for the first responders. **FE** is providing services to the City and County of Henderson in three phases: Phase 1–Needs Assessment and Alternatives Analysis, Phase 2–Procurement Support, and Phase 3–Implementation Support.

**FE** inspected radio communication sites to determine the current state of the equipment and installations, and conducted onsite interviews to identify user communication needs.

The City and County of Henderson agencies use multiple systems to dispatch their first responders. **FE** identified the needs of the five primary system categories, which included City Police and City Fire, County Sheriff, and multiple volunteer fire departments. Part of the on-site interview process was potential interest in sharing a new countywide system.

From the information obtained during the on-site interviews and site visits, **FE** developed and evaluated three alternatives for improving the City and County systems: upgrade the current system, simulcast conventional, and simulcast trunking

**FE** determined user needs through onsite interviews, developed system alternatives, and prepared a competitive RFP for procurement of the replacement system. Multiple proposals were received, and **FE** conducted technical compliance reviews, and requested clarifications from bidders where appropriate. **FE** also assisted in vendor negotiations and vendor contract finalization.

**FE** is currently providing technical assistance to the City and County during implementation of the replacement system.



# CITY OF CHESAPEAKE, VIRGINIA

## Communications Needs Assessment, Conceptual Design, and Procurement and Implementation Support



### Project Dates

2012 – 2022

### Relevant Technologies

- 700 / 800 MHz
- P25
- Trunked
- Microwave backhaul

### Project Contact

Bernie Reaser  
Radio Systems Administrator  
300 Shea Drive  
Chesapeake, VA 23322  
757-382-6692  
[breaser@cityofchesapeake.net](mailto:breaser@cityofchesapeake.net)

### Project Snapshot

- Review documentation and existing system
- FCC license review
- Stakeholder interviews
- Site surveys
- Develop conceptual design
- Develop cost estimate
- Generate functional specifications
- Provide implementation support

### Project Description

The City of Chesapeake, Virginia, selected **FE** to provide consulting services regarding the upgrade of the city's current radio communications system to an interoperable P25 system leveraging existing 800 MHz and 700 MHz frequencies, sites, and infrastructure. Regional interoperability is an important element.

**FE** determined the city's needs through existing documentation and FCC license review, on-site face-to-face interviews with agencies and stakeholders, and detailed site surveys. **FE** developed a conceptual system design including budgetary costs based upon the needs assessment. **FE** created a requirements tracking matrix documenting the collected needs and used this matrix throughout the entire project to ensure subsequent tasks align with Chesapeake's documented needs. **FE** also assisted the city in reviewing vendor proposals, attending vendor presentations, and attending city evaluation team meetings.

**FE** is contracted to support implementation, construction, optimization and system acceptance supervision services and technical support during the installation, construction, testing and cutover phases of Chesapeake's communications system. **FE**'s role includes independent vendor testing supervision to verify that the system is working as required during staging, functional testing, coverage (indoor and outdoor) testing, acceptance testing and system cutover.



# BUNCOMBE COUNTY, NORTH CAROLINA

## System Assessment and Upgrade Planning and RFP Development



**Project Dates**  
2010 – 2016

### Relevant Technologies

- Digital
- P25
- VHF/UHF
- 700 MHz
- Microwave

### Project Contact

Bryan Dillingham  
Network and Communications Manager  
59 Woodfin Place  
Asheville, NC 28801V  
828-250-6807  
bryan.dillingham@buncombecounty.org

### Project Snapshot

- Perform system propagation analysis
- Prepare propagation maps
- Conduct needs analysis
- Conduct infrastructure assessment
- Provide estimated costs for site improvements
- Develop and submit Needs Assessment and System Recommendation Report
- Develop and submit Conceptual Design Report
- Present recommended solution to the county
- Provide on-call technical consulting services regarding PSMR technology, microwave systems, consoles, and dispatch center systems
- Develop RFP

### Project Description

Buncombe County, North Carolina engaged Federal Engineering to evaluate the existing system, plan for an upgrade, design a compliant system, and recommend a solution.

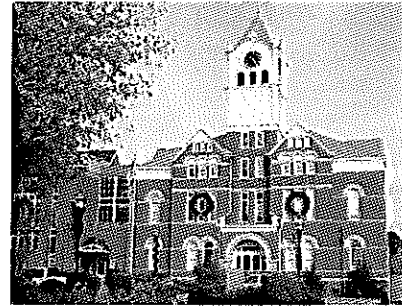
*FE* conducted a needs analysis, collecting, compiling, and analyzing key information obtained from county public safety wireless systems users. We also conducted an assessment of the county's existing infrastructure, surveying the five simulcast transmit sites and the one receive-only site used for radio coverage to determine if they were suitable for continued use or if modifications were required for an upgraded system. Estimated costs associated with improving the sites to meet the county's needs were provided.

*FE* performed system propagation analysis to analyze outdoor and in-building coverage and modeled coverage in the VHF, UHF and 700 MHz frequency bands. We also developed a conceptual design for the system infrastructure, backhaul, and capacity meeting the county's requirements and developed the county's *RFP for Detention Facility of the Buncombe County Sheriff Office Digital Trunked 800 MHz Radio Communications System*.

*FE* recommended cost-effective, shared, reliable mobile wireless infrastructure enhancements which met the county's requirements. The county retained *FE* to provide on-call technical consulting services regarding public safety mobile radio technology, microwave systems, consoles, and dispatch center systems.



## HENRY COUNTY, GEORGIA Radio Systems Consulting



### Project Dates

2014 – 2018

### Relevant Technologies

- 800 MHz
- P25 digital
- Simulcast
- VHF / UHF
- RF coverage

### Project Contact

Don Ash  
E911/EMA Director  
Henry County Emergency Center  
526 Industrial Blvd  
McDonough, GA 30253  
770-288-7870  
dash@co.henry.ga.us

### Project Snapshot

- Evaluation of existing facilities
- Determine radio coverage
- Determine interoperability requirements
- Conceptual design
- Develop short- and long-term communications plan
- Develop RFP specifications
- Assist with creation of RFP evaluation criteria
- Review vendor proposals
- Conduct vendor negotiations
- Provide implementation support
- Provide technical support

### Project Description

Henry County had an 800 MHz simulcast radio system. Their desire was to transition into a P25 800 MHz public safety radio system with improved coverage. The overall program is structured into three phases: Phase I—System Assessment and Conceptual Design; Phase II—Procurement Support; Phase III—Implementation Support.

**FE** performed an evaluation of existing facilities, determined radio coverage before and after FCC mandated narrowbanding, determined future interoperability requirements, and identified and explored funding opportunities for future expansion. **FE** developed three separate conceptual designs containing mitigation strategies and budgetary estimates. **FE** assisted the county in preparing RFP documents and aided with developing evaluation criteria and provided support during the evaluation and negotiation periods.

**FE** is contracted to provide implementation support during the final phase of the project by supervising the construction of the infrastructure, the receiving of all specified equipment, the quality and adherence to the stipulated standards for all work performed and the approval of all pay requests and change orders.



## 3 PROJECT APPROACH AND UNDERSTANDING

### 3.1 Understanding of Work to be Performed

*FE* fully understands the work necessary to assist the County in achieving its objectives for improved coverage, interoperability, features and functionality, voice communications with other public safety and non-public safety agencies, and enhanced fire paging/alerting.

Rowan County shares operation of a Motorola P25 800 MHz trunked digital radio system with the City of Salisbury that serves police, fire, EMS, and related users throughout the County. The County is facing several issues directly impacting its radio communications systems and recognizes the need to develop a plan for system ownership, continuity, operations, and replacement for future stability. Specific items facing the County include the following:

- Phase-out of support and parts availability for elements of the existing equipment
- User requests for features such as GPS location, RING continuity capability and similar enhancements that the current system does not support
- Identify and address user interest in increased data capabilities and applications including the review of FirstNet impact and interoperability

The County's objective is to work with an independent communications consultant to assess the existing public safety radio system and related subsystems, specifically fire/EMS VHF simulcast paging/alerting and 800 MHz trunked paging. Working with the County, *FE* will develop recommendations for upgrading or replacing these systems and components and a proposed structure for enhanced operations. The County has identified three phases for the project:

- Phase 1--Needs Assessment and Recommendations
- Phase 2--RFP Procurement and System Upgrades, including developing and conducting a Subscriber Radio Testing and Verification Program
- Phase 3--Project Management and Implementation Support Services

*Because we are one of the largest independent public safety consulting firms, we leverage this experience to save our clients costs—on the order of millions of dollars—for public safety information technology systems.*

### *Our Proven Project Management Approach Works to Meet Your Needs*

*FE* recognizes that projects such as this one requires effective project management. We have worked on many large scale, multi-year projects and have developed effective methodologies to manage these types of consulting projects.



Our team's adherence to the Project Management Institute Project Management Body of Knowledge agile methodologies facilitates timely completion of deliverables. **FE** has developed a methodical and defined approach to projects that align with the Project Management Institute's (PMI) approach to project management.

We tailor our project approach to fit the needs of our clients and design a custom solution that solves your unique challenges. The key component to managing any project is our unique ability to apply this methodology and its components to manage the success of the project. Our project management methodology, applied with our public safety and technology experience, produces success on hundreds of projects each year, many of them similar to the County's engagement.

**FE** will apply continuous project management to support the County's entire project lifecycle, completing each phase to complete satisfaction before opening the gate to the next phase. **FE's** adherence to PMI methodologies facilitates timely deliverables that are within budget and compliant with requirements; a majority of our project managers are certified Project Management Professionals (PMP).

*"FE consultants continue to be very helpful throughout this phase of the project. Your project manager has developed an excellent relationship with our County Manager and the Directors on the Governance Committee."*

*~Jay Vargo, IT/Radio Communications Director, Pinal County, Arizona*

**FE** develops customized solutions and process tools, unique to each client. Many public safety consultants use standard templates for conducting site surveys, user interviews, developing RFP specifications, and preparing report deliverables. We apply our extensive body of knowledge to each project, as we customize each survey tool and deliverable to your unique situation. Clients have said, on many occasions, that the quality of our deliverables is superior to other firms' reports due to our focus on custom solutions and thorough quality control.

Our past and current clients have expressed satisfaction and given prompt approval of our RFPs. We have received feedback from system vendors that our RFPs are fair and allow them to prepare comprehensive, clear responses. No system award based on an RFP written by **FE** has ever been successfully protested.

Our proposal and detailed scope of work in this section outlines the key issues that our team will help you address as we work together to analyze, recommend technical and operational solutions, then oversee the procurement of infrastructure components and subscriber equipment and installation.

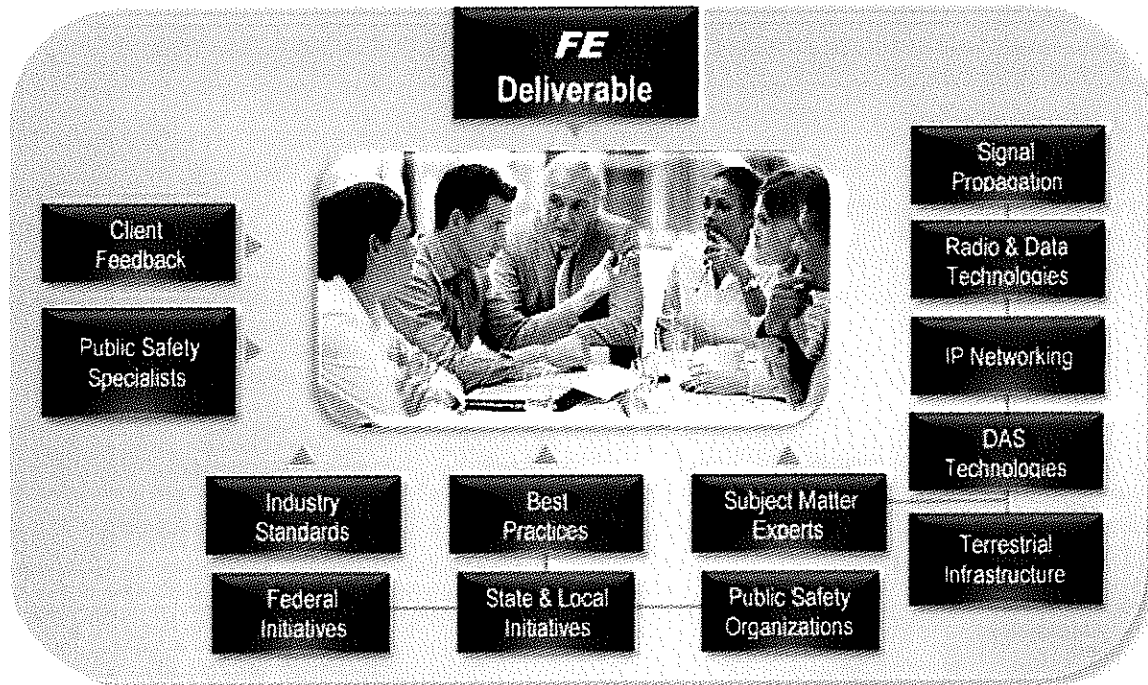
### ***Our QA Process Provides Clients with the Highest-Quality Deliverables***

**FE** recognizes that no project is complete without a rigorous quality assurance (QA) program. Our program supports the successful execution of the project by applying specific and rigorous QA measures to system analysis and design, vendor processes, independent quality verification testing, documentation, and reports.





Through our industry contacts, client feedback, and use of subject matter experts (SME), we have developed a comprehensive deliverable review program, managed by our Quality Assurance Review Board, shown in Exhibit 2. The County will benefit from *FE's* quality assurance (QA) processes and program throughout the project.



**Exhibit 2—Quality Assurance Review Board**

***FE's quality assurance review process takes advantage of best practices, SMEs, and client feedback to assure the highest quality in our project deliverables.***

The *FE* Quality Assurance Review Board manages our peer review process to assure that our internal procedures and delivered documentation and reports are of the highest quality. Peer reviewers are individuals with skill sets directly applicable to the program. They are typically not involved in the day-to-day aspects of the program but, rather, serve in a “red team” capacity ***challenging the program team and assuring that all decisions have been well thought-out.*** Periodic technical reviews are conducted throughout the duration of the program and draft reports evaluated before delivery.

The County will be an active participant in our quality assurance process by providing feedback on drafts so we can include necessary revisions in the final deliverables. This methodology provides the County with the best value for your consulting services investment.



### 3.2 Phase I—Needs Assessment and Recommendations

#### *Project Initiation*

**FE** will begin by coordinating project planning with the County’s project manager. We will schedule and lead a project initiation meeting with designated County officials on a mutually agreed-upon date following contract signing. This initial meeting will establish a common understanding of the project goals, objectives, and vision, items best understood through a close working relationship between our respective management teams and staffs. During this half-day meeting, we will engage in a high-level review of the primary user agencies’ communications needs.

We will use this meeting as the first opportunity to establish the foundation for our ongoing relationship. The adjacent text box summarizes key topics discussed during the project initiation meeting.

**Documentation Review**—Before meeting with the County, we will request and review County-supplied system documentation, including previous studies, as-built documents, Federal Communication Commission (FCC) licenses, radio shop records, site information, equipment and subscriber inventories, existing user or governance agreements, and other documents to begin assessing the system and its operations across agencies. We will also request documentation from the City of Salisbury because the systems are shared, as well as from the City of Kannapolis, where the backup dispatch center is located. Performing a detailed review of the current documentation provides us with a common starting point and a foundation for a complete understanding of the status of the County’s system.

#### *Site Visits*

Immediately following the project initiation meeting we will conduct site surveys of the County’s four RF sites with both 800 MHz and VHF equipment, the master site and prime site, primary dispatch center, and backup dispatch center in Kannapolis. We will evaluate interfaces to ancillary systems such as Computer Aided Dispatch, logging recorders, the VHF simulcast paging/alerting channels mainly used for fire/EMS, and the 800 MHz trunked paging system. We will assess sites and equipment for redundancy and resiliency, especially during natural disasters.

Leveraging our experience surveying thousands of radio sites across the country, our project team will review the status of each of the radio sites in the County. To provide a cost-effective plan for the County, **FE** will review data previously collected to develop an assessment of the conditions and equipment at each site prior to the site visits.

During the RF site visits, **FE** will confirm site coordinates including latitude, longitude, and elevation, and will collect information about the sites, typically including the following:

**Project Initiation Meeting Agenda**

- Introductions
- Clarify roles
- Review project objectives and expectations
- Review key issues
- Review key milestones and schedule
- Review and clarify deliverables
- Finalize user interview schedule
- Review status reporting methodologies
- Determine progress review meeting schedule
- Resolve immediate issues
- Build relationships



- Access road conditions
- General site conditions
- HVAC (i.e., environmental)
- Antennas and mounts
- Physical availability of surrounding land
- Perimeter security
- Equipment shelter
- Nearby obstructions that may impact paths or coverage
- Transmission line support structures
- Waveguide and dry air systems
- AC and/or DC power
- Emergency power
- Electronics, both radio and microwave
- Service history
- Grounding/variances from standards

We will rely on documentation and inventory records provided by the County, information from the County’s radio system service provider, and data from our site surveys to develop an analysis of the conditions and evaluate and quantify the radio communications equipment at each of the County’s radio sites. We will identify the components of the existing system and identify if any could be retained in a new system. The results of our analysis will be included in the next task’s report, *Needs Assessment and Requirements Report*.

***Needs Assessment and Requirements Definition (User Interviews)***

**Determine User Requirements**—The requirements assessment task is one of the most important efforts because it establishes the foundation for systems’ analyses. This task has the following four objectives:

- Identify and document current and future user needs
- Solicit users’ perceptions of current system performance including gaps that do not meet their needs
- Educate users as to what is practical and affordable
- Begin to build consensus and eventual “ownership” in the recommendations.

The focus of this task is the collection, compilation and analysis of key information obtained from a broad spectrum of County management and user agencies. Our interview approach will include face-to-face meetings, focus group meetings and, as required, telephone interviews. Interviews are envisioned to last approximately one to two hours each. Detailed notes will be captured by our interviewers.

**FE** will work with the County project manager to plan a combination of individual interviews and focus groups over two days on-site. Our project manager will develop a customized questionnaire that will form the basis for the interviews and submit it to the County project manager for review. The interview approach will generally follow the questionnaire but will also allow for additional areas of the interviewee’s choice to be discussed. Functional, performance, and operational needs will be addressed.

The County does not need a study to put on the shelf. Clearly this program must “hit the mark” and deliver practical solutions. Diverse groups within the County have different needs. The critical success factors paramount to one user group are likely to be very different than those of other groups. Because this study incorporates the needs of an extremely broad



spectrum of users, the challenges grow exponentially. The true “art” in this process is to develop a requirements document that will be embraced by all users.

Early involvement helps to encourage a broader understanding and participation by all stakeholders with the assurance that their issues are being addressed and incorporated into the overall design. Based upon hundreds of consortia, local, county, and state government projects, our technical experts have extensive experience in creating and facilitating this sense of unity and participation. Our team appreciates and understands the need for representative user participation to build consensus in the early stages and to gain buy-in by the broadest group of participants. Once achieved, this participation must be constantly reinforced through a program of proactive, robust communications and the opportunity for ongoing dialog among the stakeholders. Our plan will facilitate both critical factors.

This methodology reflects our strong belief that the County infrastructure should be user driven, as opposed to technologically or politically driven, to best serve user needs. To achieve this goal, **FE** will carefully analyze the requirements of the relevant departments and stakeholders to establish a baseline of operational user needs, including maintenance/radio shop support, system ownership and governance, increased data capabilities and applications, subscriber radio features, accessories, and paging operations in the P25 environment. Common needs will be identified as will those unique to specific organizations. Where needs diverge or conflict, we will use our expertise and experience to recommend an approach to resolving the differences.

**FE** will prepare a draft *Rowan County Needs Assessment and Requirements Report* based upon our site visits and interviews, outlining the results of our user interviews and agreed-upon requirements. We will present the results of our Needs Assessment to the County in an on-site session. After the meeting, we will revise the report based on County comments and recommendations and issue the final *Rowan County Needs Assessment and Requirements Report*.

*“We needed additional expertise and selected Federal Engineering because of their unique technical and operations backgrounds.*

*FE personnel have served as first responders and understand, from a user perspective, how these systems must function.*

*~Terry Owen, Project Manager, Edmonton, Alberta*

## ***Analysis and Recommendations***

### **Coverage and Redundancy/Resiliency Analysis**

Portable and mobile coverage is the single most important characteristic of a mobile radio network. An advanced digital network is of little value if the users cannot access it due to unreliable coverage. Recognizing this years ago, Federal Engineering made major investments and developed **FEPerformancePro™**, a powerful toolset used to accurately model radio network performance.



**FEPerformancePro™** is based upon the ICS Telecom software engine used by the Department of Defense (DoD), FCC, NTIA, and APCO for radio network analysis. Its accuracy has been confirmed by the Federal Government and validated for clients by drive testing by **FE** and numerous network implementations.

**FEPerformancePro™** includes the following network analysis tools:

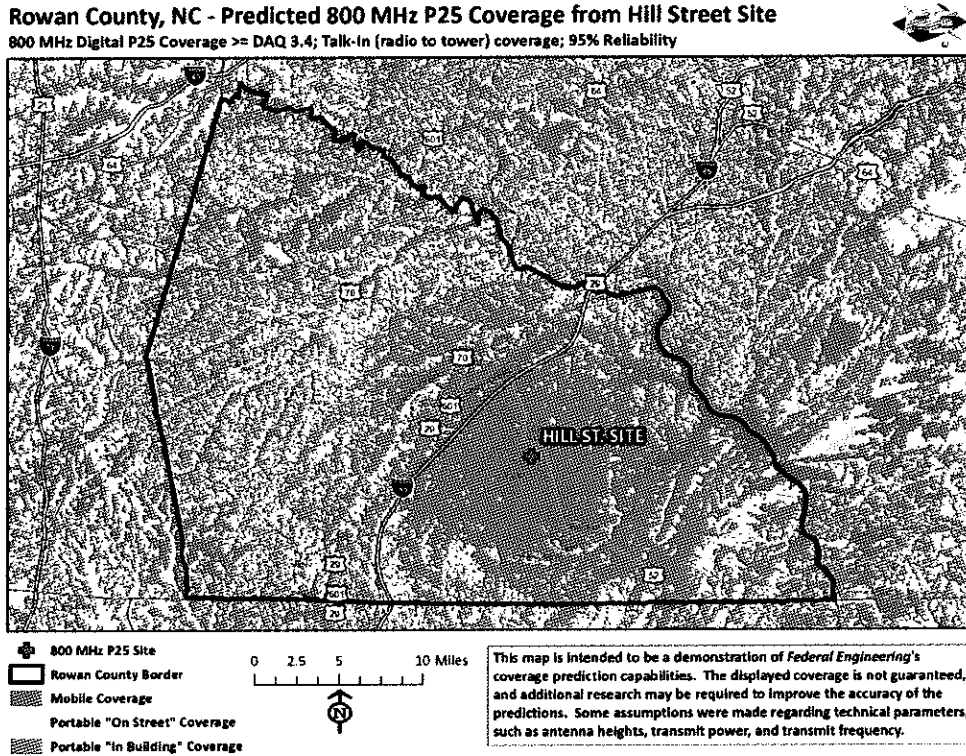
- **FECoverage™** - complete coverage analysis tool
- **FEMapper™** - high-resolution mapping tool
- **FENetwork™** - network capacity analysis tool
- **FEMitigate™** - system-wide interference analysis tool (optional)
- **FETeamCoverage™** - interactive user coverage workshop

Our coverage expert will work with the County project manager to determine how coverage plots should be depicted, including color schemes, topology, roads, patrol zones, and other characteristics unique to the County. He will then load the existing transmitter locations and other relevant information into the **FECoverage™** model and generate a coverage map of the current County radio system using **FEMapper™**. He will then add a potential new site at Young's Mountain in Cleveland to evaluate its impact on improving coverage. He will evaluate the existing network sites and infrastructure and develop recommendations to improve redundancy and resiliency.

As shown in Exhibit 3, he will develop maps for mobile and portable coverage areas, noting both talk-out and talk-in, with indoor and outdoor coverage areas defined. Maps, coverage and redundancy analysis, and recommendations will be included in the final Phase I report.

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**Exhibit 3—Sample Coverage Map of Rowan County**

**Fire Alerting System Assessment**

Our team has ongoing experience working with fire-rescue clients as their core radio systems transition to P25 digital systems. We understand the requirements of NFPA 1221 and potential options for paging and station alerting. *FE* has extensive experience evaluating key strengths and weaknesses of fire alerting options. We will review the County's current fire alerting system and make recommendations for modification, replacement or improvement. We will discuss with the County the various fire paging/alerting options that may be pertinent to the County.

*FE* is very familiar with P25-based fire alerting systems, including those newer offerings arriving on the market in just the past few years. We will discuss the advantages and disadvantages of these, as well as more established technologies, with the County. We will work to identify a dual path to station alerting to meet NFPA regulations.

County fire services, and other fire departments across the country, are concerned about the safety of digital communications in the firefighting environment. *FE is fully aware of, and has expertise in, the issues facing fire departments as they look at upgrading their paging systems from conventional VHF to 800 MHz P25 radio systems.* Our team has worked closely with numerous fire departments to develop system fire alerting systems. In addition, many of our staff are former first responders with direct experience in firefighting environments and therefore understand the challenges facing firefighters.



Individual firefighter paging can be done via several alternatives, including new P25 pagers, dedicated voice monitor pagers, two-tone voice paging via radios, or digital alphanumeric messaging. Many firefighters rely on a voice monitor pager as the primary means of being alerted when their services are needed. A P25 800 MHz radio system solution presents some challenges for voice paging devices. We will identify available options to be used for firefighter paging and fire station alerting, evaluate their pros and cons including cost, functionality, supportability, and reliability, and recommend a solution that best meets the needs of firefighters.

We will document the results of the fire alerting system analysis, including a basic overview of the high-level design, high-level description of advantages and disadvantages, and recommendations. This analysis will be included in the final Phase I report.

### FirstNet and Other Data Capabilities

*FE* clients are justifiably concerned about the impact that emerging technologies will have on their investments in new radio systems. Addressing these challenges takes much more than just an understanding of technology. It is critical to maintain a connection with the direction of public safety systems development, from technical, operational, and a standards perspective. This understanding of both technology and the surrounding environment requires efforts beyond a deep resume of project work.

*FE* will work with the County to evaluate requirements for enhanced data capabilities and develop recommended solutions, including analysis of FirstNet. Since 2012, *FE* has been a key member of the project and construction management consulting team, led by Jacobs, for the Los Angeles Regional Interoperable Communications System (LA-RICS), the first large-scale LTE based public safety mobile data system. LA-RICS is a modern, wireless voice and data communications system designed to support 34,000 first responders in 86 participating agencies. Its board members recently approved an agreement to transfer the LA-RICS public-safety LTE assets to AT&T, to be integrated into the FirstNet system. The *FE* team is providing planning, design, procurement, and implementation oversight for LA-RICS regional LMR voice and LTE data networks.

The following was published in IWCE's *URGENT Communications* on July 2, 2018, in an article announcing the transfer of public-safety LTE cell sites built by LA-RICS to AT&T, FirstNet's contractor to build and maintain the nationwide public-safety broadband network (PBSBN):

"The LA-RICS system was the largest of the early-builder public-safety LTE networks that FirstNet allowed to be built and played a key role in helping the FirstNet board develop its strategy to build the NPSBN, according to Chris Sambar, AT&T's senior vice president for FirstNet. 'The LA-RICS team helped lead the way forward for the nationwide public safety broadband network, and we're pleased to integrate these assets into FirstNet,' Sambar said in a prepared statement."

*FE* has been involved with the activities that have evolved into FirstNet. This includes participation in the Nationwide Public Safety Broadband Network (NPSBN) stakeholders meeting orchestrated by NIST and the standards activities managed by TIA and APCO, and the state-level preparation work sponsored under the DHS OEC Interoperable Communications



Technical Assistance Program (ICTAP). Through this program, our coverage experts have conducted extensive statewide LTE coverage analysis and developed coverage maps using existing assets.

**FE** consultants are heavily involved in the many organizations that develop and set the standards and technology decisions that public safety relies upon. We have dedicated resources devoted to membership and participation in organizations, such as APCO and NENA committees and standards development groups, PTIG, TIA wideband and land mobile radio standards activities, and the FPIC. Our team is recognized by their peers; our consultants chair national technical committees and have had papers published by many professional organizations.

The next generation of public safety communications systems must leverage the most appropriate technologies, including FirstNet, to meet first responders' requirements. We bring this expertise to bear for our clients seeking to build or update voice and data networks in this rapidly changing environment. Our analysis will address the role of FirstNet in County plans.

#### **Governance and Ownership Analysis**

**FE** will use the results of the user interviews and focus groups to ascertain a variety of information related to the County's system and specific agencies' users, equipment, charter, responsibilities, organization and governance. We will evaluate the ownership of the current system and recommend a governance structure to enhance operations.

We will provide recommendations for a phased replacement of subscriber radios that will be out of manufacturer support in the next five years. Additionally, we will review the current radio shop for its capabilities in "up-fitting" public safety radios to those with newer features and functionality, installation, maintenance, and support, including alerting devices for public safety vehicles. We will also assist the County in merger and negotiations of its existing maintenance contracts.

#### **Cost Estimates and System Funding Analysis**

Using our in-house **FECostPro™** tool, **FE** will estimate the cost of required changes and/or upgrades to the radio system, fire paging/alerting subsystems, subscriber radios and accessories based on our experience with the design of systems comparable to the County's, and publicly available industry information. This high-level, quantitative analysis relies on our team's knowledge base, which spans numerous similar county projects.

Even if one could develop a 100 percent accurate projection of what vendors would bid, the dynamics of the public safety mobile radio market are such that the actual bid prices can vary significantly. Factors such as where the vendor is in their fiscal cycle, their profit picture year-to-date, how they are doing against the competition, factory parts and labor costs, energy costs, and where they are along the learning curve for a particular product line have a major impact upon proposal pricing. It is not uncommon to see the price variance between two vendors vary more than 20 percent for the same system. In fact, we have seen the prices quoted from the same vendor vary by more than 10% for the exact same system between the





initial quote and the best and final offer. *FE's* itemized cost estimates will, therefore, be conservative in nature to ensure the vendor proposal pricing does not exceed the estimates.

*FE* will assist the County in identifying ways to fund the required system upgrades, including grants, user fees, and leasing assets such as a new tower at the Young's Mountain site. We will analyze the existing radio fee structure and estimate potential revenues from alternative sources.

### ***Analysis and Recommendations Report***

*FE* will prepare a draft *Rowan County Phase I Analysis and Recommendations Report* based upon the tasks described in previous sections. We will present the results of our analysis to the County in an on-site session. After the meeting, we will revise the report based on County comments and recommendations and issue the final *Rowan County Phase I Analysis and Recommendations Report*.

### **3.3 Phase II—RFP Procurement System Upgrades**

Upon County authorization to proceed to Phase II, *FE* will provide specification development services, defining the required system upgrades or functional requirements of the system and of the subscriber radios, and will incorporate these specifications into respective RFP documents.

#### ***Infrastructure Specifications, RFP and Procurement Support***

*FE* will develop a set of infrastructure technical specifications based on the County-approved requirements, which may include new system equipment, paging/alerting system equipment, and Young Mountain tower site. The nature of the specifications may vary greatly depending on the solution selected by the County. Specifications will describe the radio system(s)' functional and performance requirements in sufficient detail for vendors to submit consistent proposals, will be verifiable through future acceptance testing, and will stress the use of existing investments wherever possible.

The detailed design of the system will be left to the radio system vendor to allow for innovative approaches and to cause the vendor to remain responsible for system performance in accordance with the specifications. These specifications will be the foundation for vendor proposal evaluation and as acceptance criteria.

*FE's* functional/performance specifications approach has been proven over billions of dollars in procurements. It avoids the pitfalls of an approach in which the consultant develops detailed design specifications. This obsolete approach inherently shifts the burden of risk from the vendor to the County since the vendor is no longer required to meet the County's functional and performance needs but rather just delivers a design. Even the Federal Government, which has used detailed design specifications for decades, is moving away from them and embracing the same approach proposed by *FE*.

Our specifications are properly crafted to tightly define performance and at the same time encourage competition and innovation. *FE* typically includes the following in our specifications:



- System functional, protocol, and operational requirements
- Regulatory and standards compliance
- Leverage existing resources
- Infrastructure equipment
- Dispatch equipment
- Suggested site locations and development
- Site subsystems (e.g. power and HVAC)
- Site/shelter modifications
- System reliability and redundancy
- Required coverage and capacity
- Spectrum usage and restrictions
- Local, regional, state, and federal interoperability
- System functional, protocol, and operational requirements
- Required legacy and new interfaces
- Expandability to accommodate future growth
- Backhaul connectivity
- Network management
- Network and physical security
- Migration and cutover/transition requirements for continuity of operations
- System delivery and installation
- Regulatory and standards compliance
- Overall project schedule and implementation plan
- Factory, interoperability, coverage, site, system, and acceptance test guidelines and criteria
- Network management
- Cost proposal for initial equipment, implementation, and ten-year maintenance and support

*FE* will support the County in its development of a *Rowan County Radio Infrastructure RFP* incorporating the technical specifications, boilerplate terms and conditions provided by the County, and other local purchasing requirements. We will submit the draft RFP to the County for review and comment, update based on the County's review, and submit a final RFP for Rowan County Radio Infrastructure.

### Procurement Support for Radio Infrastructure

*FE* will assist the County with the following system vendor procurement activities:

- Responding to written vendor questions and preparing addenda, as needed.
- Establishing the evaluation criteria and a vendor evaluation scoresheet.
- Reviewing vendor proposals, participating in evaluation meetings and vendor interviews, and assisting with proposal scoring and vendor selection.

*FE* will conduct an independent, unbiased review of each radio system vendor's proposal (up to three), researching the proposals for technical compliance to the RFP technical specifications. We will perform an item-by-item comparison of each technical specification and non-technical requirement documenting compliance or non-compliance to each, with concise assessments of non-compliance and relative strengths and weaknesses of each response. We will then compile a summary of our findings and present them to the County.



### ***Subscriber Radio Technical Specifications and RFP***

**FE** will prepare the specifications for portable and mobile radios and accessories. Specifications will describe the radios' functional and performance requirements in sufficient detail for vendors to submit consistent proposals and will be verifiable through future testing. Specifications will also incorporate the Subscriber Radio Testing and Verification Program requirements that the vendors must meet including the following:

- Testing environment will include two firetrucks parked parallel running at high idle with a gasoline powered chain saw and a portable generator with an electric ventilation fan running and blowing towards the radio operator standing in the middle.
  - Baseline testing—test environment with no equipment running
  - Operator wearing an air pack
  - Operator wearing an air pack with voice amp
  - Operator wearing an air pack with Blue tooth connectivity
  - Operator wearing an air pack with a PASS alarm activated
  - Operator standing in simulated rain
- Coverage testing
- Durability testing
  - Immerse in bucket of water for five minutes
  - Drop radio from five feet on each side and antennae
  - Test display screen for scratch resistance
  - Allow operator to roll several times on the ground with radio
    - at the waist
  - Immerse in a bucket of water for five minutes after the above testing
  - Place the radio in an oven at 350 degrees for ten minutes
- System security and integrity with current system
- Ability to perform at established system failure criteria

The detailed test procedures to meet the above requirements will be developed by the vendors and submitted to the County for review and approval.

**FE** has worked with multiple clients to develop and oversee customized testing and verification programs of various manufacturers' radios. We have conducted both subscriber testing similar to that being requested by the County and full-scale tactical tabletop and field exercises to evaluate interoperability and radio performance in real-life operational scenarios. As an example, for the City of Edmonton Fire Department, **FE** conducted extensive subscriber unit testing (noise, durability) to identify radio models from multiple vendors that comply with NFPA requirements.

**FE** will work with the County to accomplish the following:

1. Identify and document available resources to use during testing such as fire trucks and first responder equipment



2. Establish an overall schedule to complete the program
3. Identify any stakeholders that should be involved during the testing
4. Identify target areas for coverage testing including indoor facilities and fringe coverage areas
5. Identify coverage testing parameters (i.e. portable on hip with a shoulder mic, pass alarms, etc.)
6. Establish final quantities and model types to include in specifications
7. Create an overall program that includes vendor outreach program and agenda for vendor demonstrations of available radios

*FE* will support the County in its development of a *Rowan County Radio Subscriber Units and Accessories RFP* incorporating the technical specifications, Subscriber Testing and Verification Program requirements, boilerplate terms and conditions provided by the County, and other local purchasing requirements. We will submit the draft RFP to the County for review and comment, update based on the County's review, and submit a final RFP for Rowan County Radio Subscriber Units and Accessories.

#### **Procurement Support for Radio Subscriber Equipment and Accessories**

*FE* will assist the County with the following radio subscriber procurement activities:

- Coordinating vendor demonstrations.
- Overseeing the Subscriber Testing and Verification Program for selected vendors
- Responding to written vendor questions and preparing addenda, as needed.
- Establishing the evaluation criteria and completing a vendor evaluation scoresheet, based on evaluation of the vendor proposals and findings from the Subscriber Testing and Verification Program

*FE* will conduct an independent, unbiased review of each radio subscriber unit proposal (up to three), researching the proposals for technical compliance to the RFP technical specifications. We will perform an item-by-item comparison of each technical specification and non-technical requirement documenting compliance or non-compliance to each, with concise assessments of non-compliance and relative strengths and weaknesses of each response. We will then compile a summary of our findings and present them to the County.

Following evaluation of the vendor proposals, *FE* will advise the County in its selection of vendors and radio models to participate in the Subscriber Radio Testing and Verification Program. We will finalize the agenda and then schedule the onsite vendor demonstrations and testing. *FE's* technical lead will spend five days onsite to observe vendor demonstrations and report upon the results of the Subscriber Testing and Verification Program.



### **3.4 Phase III—Project Management and Implementation Support Services**

Upon County authorization to proceed to Phase III, *FE* will provide project management and implementation support services. *FE* has worked as the subject matter expert with many clients during implementation and will represent the County's best interests through this process. Our project manager will coordinate with the County to determine which tasks should be supported by *FE* based upon the radio system vendor's implementation tasks and schedule, and County's requirements.

Our project plan assumes implementation coordination and management services on a Time and Material basis to support the following tasks:

- Provide project management including oversight of vendors.
- Attend up to two public meetings to explain the project and its impact on the local community.
- Review vendor test plans, observe two days of vendor-conducted acceptance tests, and review and evaluate vendor test results
- Consult with the County to identify and help avoid or mitigate foreseeable system failures due to planning or equipment obsolescence.

### **3.5 Optional Services**

#### ***Indoor and Wide Area Coverage Field Testing (Optional)***

*FE* can also provide, as an option, field coverage testing of both outdoor and in-building propagation throughout the County. We use proven equipment to measure signal strength and other properties in sectors and buildings and analyze the results.

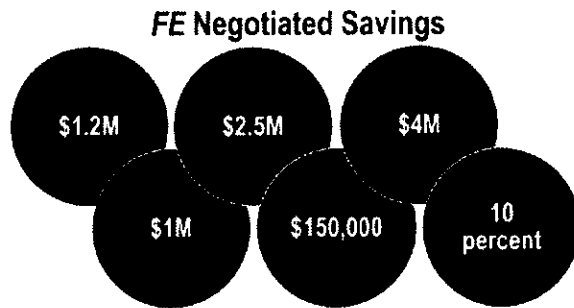
Some of our clients have insisted upon this testing; however, history has shown that conducting in-building and/or field testing analyses of existing networks, although this generates more money for consultants, may be of minimal value to the project owner. These measurements tend to reflect the performance of the existing system and do not, typically, reflect the performance of the envisioned system which will have newer technology radios with different transmission characteristics. Therefore, if the County intends to replace the current system with a new P25 system, the money for field testing the old system would be better spent elsewhere.

#### ***Contract Negotiations (Optional)***

*FE* can provide the County with experienced contract negotiations support. Our specialists have considerable experience negotiating public safety radio and microwave systems, equipment, and services, with a proven track record of saving millions of dollars for our clients. Because of their dealings with radio and microwave system vendors on a regular basis, they have insights into vendors' negotiation methods and practices and can assist the County in resolving disputes. For example, *FE* saved the City of El Paso approximately 10 percent of the system costs as a result of our involvement and in one of our current county



projects in Virginia, our negotiations resulted in a savings of approximately 40 percent of the total cost of the system.



*"FE's technical expertise in dealing with our vendor was outstanding. Their vendor negotiation experience proved invaluable, resulting in a significant savings for the city over the course of the project. In one case alone, they saved us over \$150,000!"*

*~City of Newport News, Virginia*

### **PSAP Technology Consulting Services (Optional)**

Over the past decade, the proliferation of information technology in public safety has led to the development of disparate systems that do not communicate with one another. The integration of these systems is in the best interest of public safety and makes sound business sense for the County. However, the process of acquiring a new technology such as a CAD/RMS system can seem overwhelming. As an option, **FE** can support the County in the integration of existing CAD or specification and procurement of a new CAD/RMS system(s).

Industry standards, architecture specifications, security, and other mandated requirements must also be considered while developing the architecture and operations processes, policies, and operational workflow. **FE** team members are proficient in industry standards pertaining to CAD/RMS solutions. We benchmark industry standards against our clients' processes and document the changes needed for improvement. In all our workshops, focus groups, and interviews we include consideration of standards, best practices, and policies applicable to public safety and information technology.

**FE** uses industry standards as a starting point to define the functionality of a CAD, RMS, or mobile data system, based on County needs, to efficiently interface and share information with other systems both internally and externally.

**FE** recognizes the importance and increasing reliance that public safety operations and management place on automated systems and technologies. We recognize that CAD systems are essential components of a public safety and emergency response system. **FE** staff has extensive experience managing and supporting public safety agencies and technologies. We have gained an in-depth understanding of the complexities involved and alternatives available in designing and implementing myriad public safety technical solutions. Our team understands how these solutions need to be integrated as seamlessly as possible into an operational environment.



### ***Comprehensive Implementation Oversight (Optional)***

Our scope of work includes implementation support of the tasks called out in the County's RFP. As an option, *FE* provides comprehensive project management services throughout the Implementation Process. Any of these services can be provided upon request, at an additional cost:

- Coordinate and participate in an Implementation Kickoff Meeting to discuss project goals, objectives, tasks, schedule, and deliverables with County and the selected vendor
- Participate in monthly project status teleconferences, or as required
- Participate in monthly on-site project status meetings
- Assist in the development of project execution processes as they relate to milestone processing, effective communications across teams, roles and responsibilities, and documentation formats
- Review frequency plans and license applications as required
- Review system fleet mapping
- Maintain an independent punchlist
- Assist the County in resolving vendor issues, oversee the vendor's punch list development and resolution process, identify any vendor performance issues, and make appropriate recommendations to County
- Coordinate with County project management personnel

*FE* can provide unbiased and objective implementation management services including oversight of delivery, installation, and testing of the new system as described below:

#### **Detailed System Design and Acceptance Test Plan Reviews/Modifications per Review**

- Detailed system design and ATPs (vendor produces and presents; *FE* reviews)
- Shop drawings including structures (vendor produces; *FE* reviews)
- Test plans (vendor develops; *FE* reviews)
- Cutover/migration plans (vendor develops; *FE* reviews)
- System backup and failure plans (vendor develops, *FE* reviews)
- Requirements Tracking Matrix and punch list (*FE* maintains)

#### **Regulatory Management**

- FCC licensing
- NEPA/environmental impact reporting (if applicable)
- Site leasing and local zoning/planning (if applicable)

#### **Equipment Inspections**

- Equipment list (vendor produces, *FE* reviews)
- System component delivery (vendor orders, *FE* verifies)
- Requirements Tracking Matrix and punch list (*FE* maintains)



### Installation Inspections

- Site installation inspections (vendor executes; *FE* observes and/or verifies)
- Site inspections-workmanship, structural and civil work (vendor executes; *FE* observes and/or verifies)
- Requirements Tracking Matrix and punch list (*FE* maintains)

### Factory Testing

- Factory testing (vendor tests; *FE* observes and reviews test results)
- Requirements Tracking Matrix and punch list (*FE* maintains)

### Field and Coverage Testing

- Backhaul system path testing (vendor tests; *FE* participates and reviews test results)
- Network management system performance testing (vendor tests; *FE* participates and reviews test results)
- System integration testing (vendor tests; *FE* participates and reviews test results)
- Rework unaccepted tests (vendor tests; *FE* participates and reviews test results)
- Requirements Tracking Matrix and punch list (*FE* maintains)

### System Acceptance Testing

- Final system acceptance test inspection and certification (vendor tests; *FE* participates, reviews, evaluates, and provides recommendation)
- Requirements Tracking Matrix and punch list (*FE* maintains)

*"The City and County of Denver Radio Project is a complex undertaking with a very aggressive timeline. We are very satisfied with FE's ability to meet our project schedule and they have exceeded our expectations. We recommend FE as a valued partner"*

*~ Gary Pasicznyk, Director, Agency Services, Technology Services, City and County of Denver*

## 3.6 Ability to Perform and Project Schedule

*FE* currently has active public safety communications projects around the country. We have more than 50 senior consultants to engage projects, and a select group of strategic partners who augment *FE's* staff and expertise. Our team has the depth of resources with the broad range of skills necessary to successfully complete the scope of the County's services fully, on time, within budget, and in a high-quality manner. We have a proud history of completing our projects on time and within budget. We have never had a project end in default and most of our projects result in repeat business.

*FE* has invested in web-based resource management tools to enable daily project tracking and resource loading per staff member by month and quarters. To manage adequate staffing of our projects, Mr. John Murray, Executive Vice President/ Chief Operating Officer, meets regularly with the Directors of Operations to review the assignment of every resource in the company to provide the necessary skills and knowledge to succeed in the work ahead. Through these discussions and employing automated resource allocation systems, he forecasts resource needs for the upcoming 12-to-18 months, allowing for long-term planning.







## Rowan County, North Carolina

### Radio Communications Consulting

We provide a timeline of our proposed schedule below. This tentative schedule can be accelerated or delayed to meet the County's needs and will be finalized with the County's project manager upon award. *FE* will commit the staff and resources needed to meet the County's scope and schedule.

Task	Anticipated Duration (Business Days)	Weeks from NTP
<b>Phase I—Needs Assessment and Recommendations</b>		
Project Startup Activities and Planning	10 days	2
Documentation RFI/Review	5 days	3
Project Initiation, Site Visits, User Interviews	5 days	4
Existing System Analysis	3 days	5
Needs Assessment & Requirements Definition	2 days	5
<b><i>Draft of System Needs Assessment &amp; Requirements Report</i></b>	4 days	6
Present report, client review, final report	6 days	8
Technical Analysis and Recommendations	3 days	9
Governance and Financial Analysis	3 days	10
<b><i>Draft of Analysis and Recommendations Report</i></b>	3 days	11
Present report, client review, final report	6 days	12
<b>Phase II—RFP Procurement System Upgrades</b>		
System Infrastructure Specifications and RFP	15 days	15
System Infrastructure Procurement Process (RFIs, vendor evaluation)	30 days	21
Subscriber Equipment Specs, Vendor Test Program Development, and RFP	15 days	24
Subscriber Equipment Procurement Process (RFIs, vendor evaluation)	30 days	30
Vendor Testing and Verification Program / Vendor Demos	5-10 days	32
<b>Phase III—Implementation Oversight</b>		
Project Management and Oversight Services	60 days	44



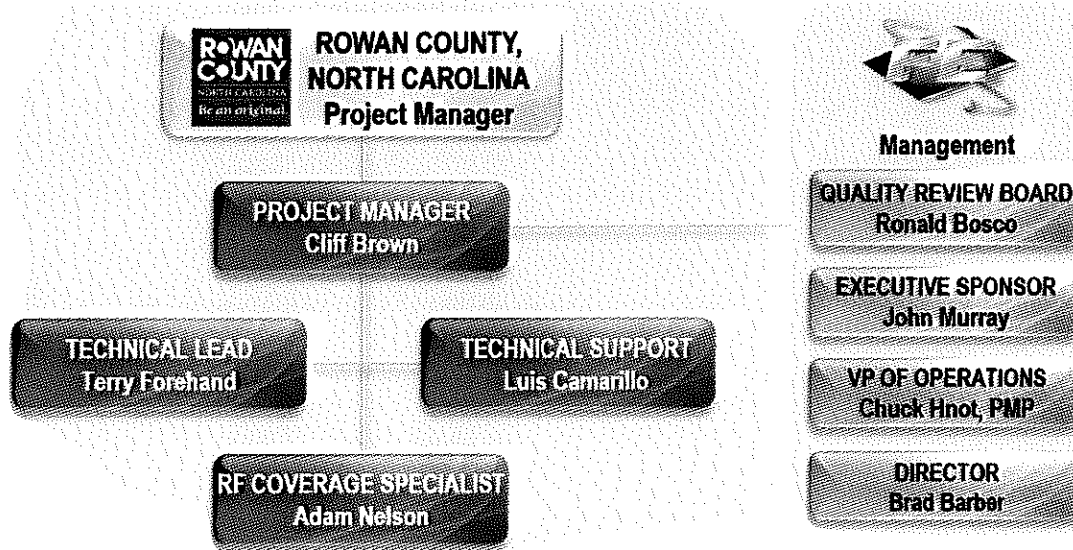
## 4 PROJECT TEAM AND PERSONNEL

FE has carefully selected our team to meet Rowan County’s project needs. Our team has experience within the State of North Carolina, having worked on projects with Buncombe, Orange, and Yadkin Counties, giving us unique insight to the region.

The in-house personnel proposed for this project have extensive experience assisting clients upgrade radio systems and enhance system performance to fully meet user expectations. Our in-house staff of consultants, engineers, and technical experts have worked on hundreds of mission critical RF systems and operations.

Our proposed team has years of experience as a cohesive group delivering the best public safety consulting services in the industry. We are a trusted industry advisor to our clients and appreciate the unique needs of public sector agencies. Our team can take the most complex technical information relative to radio communications and present it in ways non-technical audiences can understand.

FE’s team brings a wealth of knowledge and understanding to the County’s public safety communications project. Each person has significant experience working with clients to upgrade or replace Motorola systems, as well as other relevant technologies, including analog and digital 800 MHz, trunked, P25 Phases 1 & 2, simulcast, VHF/UHF, fire alerting systems, and more.



**Exhibit 4—Project Organization Chart**

*The FE team specializes in P25 system upgrade projects in the southeastern United States.*

Brad Barber is the project director and alternate project manager for this engagement and will be ultimately responsible for the success of the project. Mr. Cliff Brown will be our





## Rowan County, North Carolina Radio Communications Consulting

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technical project manager for the duration of the project, providing a single point of contact to the County and managing our internal team. They will work closely with our senior technical consultants Terry Forehand and Luis Camarillo, and RF expert Adam Nelson. Our principal owner Ron Bosco leads the QA Board for all projects, and Vice President Chuck Hnot will provide an independent review and quality control of all deliverables.

Our proposed project team is thoroughly familiar with public safety communications systems and operations and systems methodologies. As demonstrated in their resumes, each member of our team possesses an extensive track record in P25 communications system upgrades and legacy system replacements, operations, design, and implementation management. We understand the necessity for reliable communications systems for first responders and the different operating environments faced by police, fire, and EMS responders. Our team will work closely with the County to enhance the system performance and improve overall radio features while increasing interoperability with other systems.

In addition to our proposed staff, **FE's** in-house staff of over 50 qualified radio consultants and subject matter experts are available to assist as needed.

Additional details about and resumes for each team member are provided on the following pages.

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**BRADLEY R. BARBER**

Director



**RELEVANT SKILLS**

- Public safety communications project management
- Develop project plans and schedules
- Complete existing systems review and needs assessments
- Conduct stakeholder interviews and capabilities assessment
- Determine system requirements
- Present alternatives
- Conceptual design and specifications development
- Develop procurement documents
- Assist with vendor interviews, selection, contract negotiations
- Supervise system implementation

**GENERAL BACKGROUND**

Mr. Barber has over 29 years of experience in wireless communications systems and project management. His background includes implementation and management of public safety and commercial wireless communications networks and the operation of enterprise activities in commercial, utility and governmental environments.

With this diverse background in land mobile radio communications, Mr. Barber is actively involved in the technical and operational issues inherent in today's complex and rapidly changing wireless environment such as P25, rebanding, narrowbanding, interoperability, and system lifecycle planning.

**RELEVANT PROJECT EXPERIENCE**

**State of North Carolina**

- New Hanover County 800 MHz Rebanding Services and Inside Cabling Design

**State of Tennessee**

- City of Bartlett Public Safety Communications Upgrade Planning

**State of Georgia**

- Camden County Communications Consultant
- Henry County LMR System Replacement

**State of Florida**

- Collier County PSMR Procurement and Implementation Services
- Gainesville Regional Utilities LMR Consulting Services
- City of Gainesville Radio Enhancement Design, Development, and Implementation

**Commonwealth of Virginia**

- Dinwiddie County Radio Consulting Services
- King and Queen County PSMR Consulting Services
- Middlesex County PSMR Consulting Services
- Orange County Radio Consulting and Engineering Services
- Sussex County PSMR Consulting Services
- Essex County Radio Communications Consulting Services

**State of Arkansas**

- City of Hot Springs PSMR Assessment thru Implementation

**AREAS OF EXPERTISE**

- Digital and analog LMR, including trunked, 700/800 MHz, VHF/UHF, and P25
- Emergency Communications Centers/Public Safety Answering Points
- CAD/RMS
- NG9-1-1
- Wide area simulcast radio systems
- Public safety software applications
- System lifecycle analysis

**PROFESSIONAL TRAINING**

- Motorola systems
- PCIA-Certified Land Mobile Radio Communications Technician

**PROFESSIONAL ORGANIZATIONS**

- Association of Public Safety Communications Officials (APCO)
- NPSTC Interoperability Committee, 2013- present
- Motorola Trunked Users Group (MTUG) Technical Support Subcommittee
- Motorola Utility Trunked Users Alliance (MUTUAL)
- Motorola Data Users Group (MDUG)



## **CLIFF BROWN**

Project Manager



### **EDUCATION & TRAINING**

- Bachelor of Science, Electrical Engineering, Illinois Institute of Technology

### **RELEVANT SKILLS**

- Public safety communications project management
- Existing system and needs assessments
- Product and services development
- Engineering and conceptual design
- Procurement process (RFP development, vendor proposal review, contract negotiations)
- Network implementation and testing
- Ongoing operations and maintenance

### **GENERAL BACKGROUND**

Mr. Clifton "Cliff" Brown is a highly motivated, creative, and versatile manager in the wireless telecommunications industry, with extensive experience in turning customer needs into deliverable solutions, including planning; product and services development; engineering design; RFP process; site development; network implementation; network testing; and ongoing operations and maintenance. He possesses a clearly demonstrated history of exceeding goals, finding the right people for the job, and challenging them to the highest levels of performance.

Mr. Brown's experience includes the successful program and project management of systems ranging from citywide to nationwide in scope. He is skilled in providing management and oversight in system and network designs to meet customer needs, using leading technologies such as 700/800 MHz, LTE, WiFi, VHF, WiMAX, public safety in-building DAS, P25, MESH-based SmartGrid, broadband backhaul (fiber, MOE, microwave), and cloud-based network management.

### **RELEVANT PROJECT EXPERIENCE**

#### **State of North Carolina**

- State of North Carolina NG9-1-1 System Planning and Procurement
- Orange County Infrastructure Upgrade Plan
- Buncombe County Interoperability Assessment and Licensing Review
- Lenoir County Forensic LMR Consulting Services

#### **Commonwealth of Virginia**

- King and Queen County Public Safety Communications Consulting Services
- Essex County Public Safety Communications Consulting Services
- New Kent County P25 Phase 2 Radio System Design and Implementation Support
- City of Chesapeake P25 Phase 2 Radio System Procurement and Implementation Support

#### **Commonwealth of Kentucky**

- City of Paducah Public Safety Communications Consulting Services
- City of Henderson and Henderson County P25 Phase 2 System Consulting

#### **State of Georgia**

- Henry County Public Safety Mobile Radio Consulting
- Camden County Communications Consultant

#### **State of Florida**

- Lee County Radio Communications P25 Consulting

### **AREAS OF EXPERTISE**

- Digital and analog LMR, including 700/800 MHz, P25, VHF/UHF, trunked
- LTE
- NG9-1-1
- Broadband
- Microwave/fiber backhaul
- CAD

### **PROFESSIONAL ORGANIZATIONS**

- Institute of Electrical and Electronics Engineers

### **LICENSES & CERTIFICATIONS**

- Professional Engineer, State of Illinois (inactive)



## **TERRY FOREHAND**

Technical Lead



### **AREAS OF EXPERTISE**

- Public safety and private wireless networks
- Needs assessment and solution development
- Voice and data communications network implementation & acceptance testing
- Radio system exercise development and execution
- Radio system budgetary analysis

### **GENERAL BACKGROUND**

Mr. Forehand has over 18 years in designing, implementing, managing, and maintaining land mobile communications systems for the United States Army, local government and private enterprises. He is experienced with P25 systems and broadband systems and has developed interoperable programming templates for trunking and conventional radios and networks. Mr. Forehand has also developed budgetary requirements for communications systems and managed the implementation of complex systems.

### **RELEVANT PROJECT EXPERIENCE**

#### **State of North Carolina**

- Yadkin County PSMR Implementation Support
- Orange County PSMR Interoperability and Systems Engineering Services

#### **State of Georgia**

- Camden County P25 PSMR Needs Assessment
- Henry County P25 PSMR Assessment and Procurement Support

#### **Commonwealth of Virginia**

- Rockbridge County P25 Radio System Procurement Support
- Fauquier, Culpeper, and Rappahannock Counties P25 PSMR Upgrade Support
- Caroline County P25 PSMR Upgrade Support
- King and Queen County P25 Radio Communications System Procurement and Implementation Support
- Pittsylvania County PSMR P25 VHF Conceptual Design, Procurement, and Implementation Support

#### **Commonwealth of Kentucky**

- City of Paducah Public Safety Radio, Logging, and CPE Consulting Services
- City of Henderson-Henderson County, Kentucky PSMR P25 Needs Assessment and Analysis, and RFP Development
- City of Bowling Green/Warren County PSMR Assessment and Procurement

#### **State of Florida**

- Gainesville Regional Utilities 800MHz Radio System Consulting Services
- Nassau County Public Safety Radio Procurement, Implementation, and Maintenance
- City of Lakeland 800 MHz P25 Radio System Upgrade Support
- Alachua County P25 Radio Communications System Upgrade
- Lee County P25 PSMR Communications Upgrade Support

### **PROFESSIONAL TRAINING**

- Radio Repeater Course, U.S. Army
- Satellite Communications Systems Terminal Maintainer Course, U.S. Army
- ASTRO 25 Radio System Management, Motorola

### **PROFESSIONAL ORGANIZATIONS**

- Association of Public Safety Communications Officials (APCO)

### **CERTIFICATES AND AWARDS**

- CENTRACOM Gold Elite Certificate of Achievement, Motorola
- SmartZone Overview Certificate of Achievement, Motorola
- ASTRO 25 Integrated V&D Certificate of Completion, Motorola



## **LUIS CAMARILLO**

Technical Support



### **EDUCATION**

- Master of Science, Information Engineering, and Telecom Engineering, Southern Methodist University
- Bachelor of Science, Telecom Engineering Technology, Texas A&M University

### **AREAS OF EXPERTISE**

- Long Term Evolution
- Public safety mobile radio
- Wireless communications
- RF propagation analysis
- VoIP disaster recovery
- Traffic engineering theory
- Electronic circuit analysis
- Engineering management
- Information technology
- Network management

### **GENERAL BACKGROUND**

Mr. Camarillo is a Certified Telecommunications Engineer with over 10 years of hands-on experience in cellular communications, information technology and land mobile radio. He has valuable knowledge in Project 25 (P25), digital mobile radio (DMR) and long-term evolution (LTE). Mr. Camarillo has designed citywide, countywide, and statewide voice and data systems that meet and often exceed customer requirements. System design activities include user needs assessments, product lifecycle evaluation, radio coverage analysis, and RFP development. Mr. Camarillo's extensive background solidifies his ability to analyze the ever-changing requirements in today's mission-critical environments.

### **RELEVANT PROJECT EXPERIENCE**

#### **State of North Carolina**

- Orange County Radio System Upgrade Plan and Coverage Analysis

#### **State of Florida**

- City of Gainesville Radio System Enhancement Study
- Lee County P25 Radio Communications Consulting

#### **State of Georgia**

- Henry County Public Safety Radio System Replacement Services

#### **Commonwealth of Virginia**

- Dinwiddie County PSMR Assessment, Design, Procurement, and Implementation

#### **Commonwealth of Kentucky**

- City of Paducah Public Safety Mobile Radio and CPE Consulting Services

#### **State of Tennessee**

- Town of Collierville Radio Communications Consulting Technical Support

#### **State of Texas**

- El Paso County P25 Radio Communications System Consulting Services
- City of El Paso P25 Radio Communications System Consulting Services

#### **State of New Mexico**

- City of Albuquerque LMR System Assessment and Procurement Support
- Santa Fe County PSMR Procurement Consulting Services

### **PROFESSIONAL ORGANIZATIONS**

- Institute of Electrical and Electronics Engineers
- International Association for Radio, Telecommunications and Electromagnetics



**ADAM NELSON**  
RF Coverage Specialist



**EDUCATION**

- Master's Degree, Geographic Information Systems, The Pennsylvania State University
- Bachelor of Science, Information Technology, University of Phoenix, with honors

**RELEVANT SKILLS**

- RF propagation prediction/analysis
- RF interference assessment and mitigation
- System capacity planning
- Frequency planning
- Frequency coordination and licensing
- GIS coordination, curation, analysis, and modeling
- Spectrum availability
- Radio infrastructure and performance analysis
- LTE system design

**GENERAL BACKGROUND**

Mr. Nelson has over 15 years of experience providing consulting services in the fields of public safety, telecommunications, and information technologies. As a member of **FE's** Spectrum Center of Excellence, his specialties include radio frequency prediction and analysis, frequency and capacity planning, interference mitigation, LTE system design and analysis, and spectrum-related efforts pertaining to frequency licensing and coordination.

His background also includes the management and maintenance of various municipal wireless networks, specifically in the realm of public safety communications. He has participated in all phases of communications system lifecycle from needs assessment, system recommendations, RFP development, through implementation. Mr. Nelson has extensive experience with GIS platforms such as ESRI's ArcGIS. Leveraging his GIS expertise, he has developed web apps, geo-processing tools, and analysis models for various types of communications systems

**RELEVANT PROJECT EXPERIENCE**

**RF Coverage Prediction, Capacity Analysis, Interference Analysis, and/or Channel Planning for the following clients/projects:**

**County Projects**

- Lenoir County, North Carolina
- Orange County, North Carolina
- Pitt County, North Carolina
- Buncombe County, North Carolina
- Camden County, Georgia
- Caroline County, Virginia
- Collier County, Florida
- Dinwiddie County, Virginia
- Henry County, Georgia
- Lee County, Florida
- New Kent County, Virginia
- Sussex County, Virginia

**Municipal Projects**

- City of Bartlett, Tennessee
- City of Bowling Green / Warren County, Kentucky
- City of Bristol, Connecticut
- City of Chesapeake, Virginia
- Town of Collierville, Tennessee
- City of Gainesville, Florida
- City of Hampton, Virginia
- City of Henderson, Kentucky
- City of Portsmouth, Virginia
- City of Roanoke, Virginia

**CERTIFICATIONS AND TRAINING**

- Simulcast Radio Systems, Motorola Certified Training
- Integrated Voice and Data Systems, Motorola Certified Training
- RAPTR Certified Training
- ATDI Developer Training
- ArcGIS Developer Training
- Certified GEOINT Professional
- Satellite Communications Systems Terminal Maintainer Course, U.S. Army
- ASTRO 25 Radio System Management, Motorola

**PROFESSIONAL ORGANIZATIONS**

- Association of Public Safety Communications Officials (APCO)



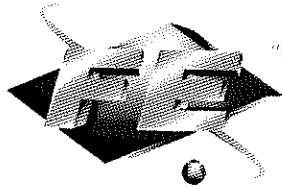


## **5 COST PROPOSAL (SEPARATELY SEALED ENVELOPE)**

As required by the RFP, our cost proposal is included in a separately sealed envelope. It provides project cost, hourly rates, requirements for County support and other assumptions, and responses to terms and conditions described in the RFP.

The balance of this page is intentionally left blank.





"Unleashing the Power of Technology"

**Federal  
Engineering®**

**Federal Engineering, Inc.**

10600 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

November 14, 2018

Rowan County Finance Department  
Attention: David Sifford, Purchasing Agent  
130 West Innes Street  
Salisbury, NC 28144

Dear Mr. Sifford:

Federal Engineering, Inc. (*FE*) is pleased to submit this proposal to Rowan County, North Carolina to serve as radio communications consultant on behalf of the County. The attached cost proposal details the pricing for tasks required for the successful completion of the project as defined in your RFP for Consulting Services for Public Safety Radio Communications and clarified in Addendum 1 dated November 2, 2018.

*FE* specializes in the planning, assessment, needs analysis, conceptual design, specification, and RFP development to upgrade standards-based P25 digital systems in all frequency bands. We have extensive experience in providing services related to vendor evaluation, contract negotiations, system implementation, and testing oversight.

*FE's* proposal is complete and compliant with the requirements in the RFP and describes, in detail, how we will accomplish the required tasks. *FE* possesses the permits, licenses, and professional credentials required to perform consulting services as specified in the RFP.

Our senior management team is actively involved in all projects, providing both technical and operational guidance and executive management of the team and our high-quality deliverables. As the founder of *FE*, I will be your contact regarding this proposal and will participate in the negotiation of contractual issues. By my signature below, I hereby authorize submission of this proposal and bind Federal Engineering, Inc. to the terms and conditions of this proposal for a period of 90 days, beginning on the due date for proposals.

My team and I look forward to working with Rowan County on this project.

Sincerely,

Ronald F. Bosco  
President and Chief Executive Officer  
Federal Engineering, Inc.



**Table of Contents**

**COST PROPOSAL**..... 1  
    Firm Fixed Price..... 1  
    Price Breakdown per Task..... 1  
    Hourly Rates..... 2  
    Basis of our Proposal..... 3

**Table of Exhibits**

Exhibit 1—Cost Breakdown by Task ..... 1





## COST PROPOSAL

### Firm Fixed Price

The total firm fixed price, including labor, travel, and other direct costs, for the Rowan County Radio Communications Consulting project is \$149,341.

FE's proposed price for this project is indicative of the efficiency of our operations, our proven automated tools, our vast experience completing similar projects, and our view of the strategic nature of Rowan County's project. Further, it is not our culture to "up-scope" during contract negotiations or during the project, unless the County adds scope of work beyond that outlined their RFP.

### Price Breakdown per Task

A breakdown of activities and proposed costs for services and deliverables is provided in the table below.

Tasks	Description	Cost
Phase I	Needs Assessment and Recommendations	\$78,272
Phase II	RFP Procurement System Upgrade	\$46,143
Phase III	Project Management and Implementation Support Services	\$24,926
	<i>Total</i>	<i>\$149,341</i>

#### Exhibit 1—Cost Breakdown by Task

The above are the costs for each task and not intended to represent invoicing milestones. There may be multiple invoicing milestones within each task that will be mutually agreed upon.





**Rowan County, North Carolina**  
**Radio Communications Consulting**

**Hourly Rates**

If required by Rowan County, *FE* can provide additional services in accordance with the rate schedule below.

**SCHEDULE A**

Effective January 1, 2018 through December 31, 2019

Principal	\$ 330.00 per hour
Vice President	\$ 298.00 per hour
Assistant Vice President	\$ 265.00 per hour
Director/Chief Consultant	\$ 233.00 per hour
Senior Consultant	\$ 195.00 per hour
Consultant	\$ 168.00 per hour
Senior Analyst	\$ 140.00 per hour
Analyst	\$ 103.00 per hour
Administrative / Computer Services	\$ 71.00 per hour

**TERMS AND CONDITIONS**

1. Labor rates do not include state or local taxes.
2. Travel and meals on a per diem basis will be invoiced at actual cost plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of any time and materials task orders are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

**Proprietary Notice**

This proposal, its contents, and appendices are proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc. Should this proprietary notice conflict with any government procurement regulations, policies, or practices, the government procurement regulations shall take precedence.

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Fairfax, Virginia





# Rowan County, North Carolina

## Radio Communications Consulting

### Basis of our Proposal

1. This proposal assumes Federal Engineering, Inc. will perform the tasks as called out in the technical proposal (excluding optional tasks). The deletion of a task, a significant change in scope of one or more tasks, or use of a phased implementation approach may affect the overall price.
2. **FE** will provide draft and final deliverables electronically to Rowan County, North Carolina.
3. This proposal assumes that the County's Project Manager will schedule meetings, provide meeting facilities, notify attendees, and arrange for onsite visits.
4. Any optional or additional tasking will be authorized by mutual agreement of the County and **FE**. Such tasking will be performed on a time and materials basis in accordance with the rates in Schedule A or on a fixed price basis as mutually agreed upon in a task order by the County and **FE**.
5. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of the Rowan County participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, system procurements, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**. **FE** accepts no responsibility or liability to any third party in respect to any information or related content delivered by **FE**. This information is subjective in certain respects, and, thus, susceptible to multiple interpretations and may be in need of periodic revisions based on actual experience and subsequent developments.
6. **FE** will review up to three radio infrastructure vendor proposals and up to three radio subscriber equipment vendor proposals. If additional hours are required to review additional proposals, a mutually agreeable amendment to this SOW will be executed by both parties.
7. **FE** will develop the requirements for the Subscriber Testing and Verification Program to be included in the Subscriber Equipment RFP. The testing will be conducted onsite in the County by the selected vendors, as part of the procurement evaluation process. **FE's** senior consultant will spend up to five days (40 business hours) onsite to observe and evaluate the success of each vendors' demonstrations and testing. If additional hours are required for subscriber equipment testing and verification, a mutually agreeable amendment to this SOW will be executed by both parties.
8. The level of effort for Phase III Project Management and Implementation Support Services can vary greatly depending upon the winning equipment vendor's proposal as well as the division of responsibilities among the equipment vendor, County, and Consultant. This proposal, therefore, is based upon a maximum of 148 hours of **FE** senior consultant support and includes onsite attendance at up to two public meetings





## Rowan County, North Carolina

### Radio Communications Consulting

---

and two days onsite to observe vendor coverage testing. Project status meetings will be attended via conference calls. If additional onsite trips or hours are required, a mutually agreeable amendment to this SOW will be executed by both parties.

9. This proposal is based upon a contract award on or before December 3, 2018 and start date on or before January 3, 2019 and assumes a 44-week schedule to completion. The schedule for procurement and implementation oversight will be adjusted after determination of the County's procurement schedule and the vendor's final approved implementation schedule. Delays to the project schedule due to actions or lack of actions on the part of the County, County participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, and vendor delays may impact the program schedule and/or costs to the County, will be brought to the attention of the County's project manager in a timely manner, and will be reduced to writing via a mutually agreed upon contract amendment.
10. This proposal assumes a mutually agreeable invoicing schedule for work completed.
11. Federal Engineering reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members in order to meet our contractual obligations to the County.



**ROWAN COUNTY CONTRACT MEMORANDUM**

**TO:** Aaron Church, Rowan County Manager  
**FROM:** Allen Cress  
**DEPT:** 5/3/2022  
**DATE:** 05/03/2022  
**SUBJECT:** FE extension

---

**PURPOSE OF CONTRACT:**

Rowan County entered into an agreement with Federal Engineering in March 2019. Due to various issues that created project delays, the County would like to extend this agreement. Federal Engineering will continue to provide radio communications consulting support through December 31, 2022. The amendment has the updated fee schedule.

**CONTRACT CERTIFICATION**

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

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

*Allen Cress*

05/03/2022

**Signature of Director**

**DATE**





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**Federal Engineering, Inc.**

10600 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

Issued: March 30, 2022

**ATTACHMENT TO  
FE Basic Service Agreement  
Dated: March 19, 2019**

**PROJECT ROWANCONC: PSMR  
ROWAN COUNTY, NC  
AMENDMENT 1  
RADIO COMMUNICATIONS CONSULTING  
PERIOD OF PERFORMANCE EXTENSION**

**1.0 INTRODUCTION AND ISSUES**

Rowan County, NC, contracted with Federal Engineering, Inc to provide radio communications consulting for the period of March 2019 through March 2022. Due to various issues that created project delays, the County has requested that **FE** continue to provide radio communications consulting support through December 31, 2022.

**2.0 AMENDMENTS**

- Schedule A rates are updated as attached.
- All other sections of the agreement remain unchanged.

Submitted by **FE**:

Authorization to begin work by  
**Rowan County, NC:**



(Signature)

John Murray, Executive Vice President

Printed Name/Title

March 30, 2022

Date





(Signature)


Aaron Church, County Manager

Printed Name/Title

05/04/2022

Date

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

  
Jim Howden (May 4, 2022 11:38 EDT)

05/04/2022

**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

Workflow Acknowledgment

Purchasing Director 

**Anna Bumgarner**

E-signed 2022-05-03 09:09AM EDT  
anna.bumgarner@rowancountync.gov  
Rowan County, NC Information Systems 


BOC Approval: 5/2/2022 consent agenda item J

Insurance: requested

Comment:

CIO: 


**Randy Cress**

E-signed 2022-05-03 10:25AM EDT  
randy.cress@rowancountync.gov  
Rowan County, NC Information Systems, Assistant County Manager / 

CIO Comment:

County Attorney:   
Jay Dees (May 3, 2022 13:05 EDT)

**Jay Dees**

E-signed 2022-05-03 01:05PM EDT  
jay.dees@rowancountync.gov 

Legal Comment:



"Unleashing the Power of Technology"

Federal Engineering®

**Federal Engineering, Inc.**

10560 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

Issued: November 18, 2022

**ATTACHMENT TO  
FE Basic Service Agreement  
Dated: March 19, 2019**

**PROJECT ROWANCONC: PSMR  
ROWAN COUNTY, NC  
AMENDMENT 2  
RADIO COMMUNICATIONS CONSULTING  
PERIOD OF PERFORMANCE EXTENSION**

**1.0 INTRODUCTION AND ISSUES**

Rowan County, NC, contracted with Federal Engineering, Inc to provide radio communications consulting for the period of March 2019 through March 2022. Due to various issues that created project delays, the County has requested that **FE** continue to provide radio communications consulting support through December 31, 2023.

**2.0 AMENDMENTS**

- All other sections of the agreement remain unchanged.

---

Submitted by **FE**:

Authorization to begin work by  
**Rowan County, NC:**

Signature

---

Signature

John E. Murray, Executive V.P & COO  
(Printed name and title)

---

(Printed name and title)

---

November 18, 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:** Kelly Natoli, Assistant County Manager/HR Director  
**DATE:** 11-23-22  
**SUBJECT:** Annual Bond Report

---

As required by NC General Statute 162-9, attached is the annual bond report for your approval. Per the General Statute the original bond of the Sheriff has been deposited with the Clerk of Superior Court for safekeeping.

Please approve the attached report.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Annual Bond Report	11/23/2022	Backup Material

# Rowan County Bonds

Name	Position	Bond Amount	Total Premium	Term	Expires	Underwriter
Joe Travis Allen	Sheriff	\$25,000.00	\$355.00	4 Years	12/7/2026	Old Republic Surety Co
Anna R. Bumgarner	Finance Director	\$200,000.00	\$1,850.00	2 Year	7/13/2024	Penn National
Tonya C. Parnell	Tax Administrator	\$200,000.00	\$675.00	1 year	11/1/2023	Ohio Casualty
Jonathan E. Brindle	Register of Deeds	\$50,000.00	\$200.00	4 Years	11/30/2026	SureTec Insurance
<b>THE STATE SETS THE MAXIMUM BOND AMOUNT FOR SHERIFFS AT \$25,000 AND FOR REGISTER OF DEEDS AT \$50,000</b>						

As required by NC General Statute 162-9, the board of county commissioners in every county shall take and approve the official bond of the sheriffs, which they shall cause to be registered and the original deposited with the clerk of superior court for safekeeping.

**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  
**DATE:** 12/5/2022  
**SUBJECT:** Credit Card Convenience Fees

---

As Rowan County continues to progress and will soon be able to accept online payments across departments and continues to enhance in-person credit card payments for various services including Tax Collections, Inspections Fees for Environmental Health, Planning and Development, Building Inspections, and Emergency Services Fire Division.

We have entered a contract with Tyler Payments for this process with Board approval we look to adjust our rates for the credit card convenience fee to align with the actual charge rates by the processor.

This fee to be passed along to the citizen is standard practice across the state with all surrounding counties showing various rates based from 1.85% to 4% of the total transaction fee. For FY22, the General Fund paid over \$78,000 in credit card fees.

Rowan County's proposed rates based on actual charges from Tyler Payments is:  
2.95% per card transaction with a \$6.95 minimum  
\$1.50 per electronic (online) check processed

If approved, these fees will go into effect as our new process is brought online in phases for each department.

Board of Commissioners to authorize a change in credit card and electronic check convenience fees to align with actual rates issued by Tyler Payments and pass along the cost to the citizen/customer using the service.

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Casey Robinson, Assistant Tax Collector  
**DATE:** November 23, 2022  
**SUBJECT:** Tax Refunds for Approval

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
OCTOBER 2022 VTS REFUNDS	11/23/2022	Cover Memo



# OCTOBER 2022 VTS REFUNDS

TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	DESCRIPTION	TRANS#	REFUND
ATWOOD, EMMETT KIRBY JR	1235 WETMORE RD		WOODLEAF	NC	27054	Vehicle Sold	174912122	96.36
BARBER, BRENDA MANGUM	2119 BLACK CREEK CHURCH RD		PAGELAND	SC	29728	Reg . Out of state	260767083	25.49
BASINGER, SHARON PURINGTON	9095 FANNIE SLOAN LN		MT ULLA	NC	28125	Vehicle Sold	174378090	160.76
BENTLEY, DENNIS WILLIAM	325 PALMER CIR		ROCKWELL	NC	28138	Vehicle Sold	173487348	58.48
BOSTICK, DAMON JAMAR	206 DOE RIDGE DR		CLEVELAND	NC	27013	Vehicle Sold	261567327	9.02
BOYD, MATTHEW PAUL	1309 PARK AVE		SALISBURY	NC	28146	Vehicle Sold	262005681	78.20
BRYAN, TERRALL HOWARD	605 HAWKINSTOWN RD		SALISBURY	NC	28144	Vehicle Sold	174912088	6.88
BURNSIDE, LAMAR	150 WILLOW DR		SALISBURY	NC	28146	Vehicle Sold	173836836	3.17
BURNSIDE, LAMAR	150 WILLOW DR		SALISBURY	NC	28146	Vehicle Sold	173836834	60.29
CASTILLO, ORLANDO ANTONIO PLEITEZ	125 IMPERIAL DR		SALISBURY	NC	28147	Vehicle Sold	260231070	123.89
CASTRO TORRES, FRANCISCO JAVIER	8735 WOODLEAF RD		WOODLEAF	NC	27054	Vehicle Sold	173632848	7.56
COLWELL, STEVEN JAMES	121 STERLING CT		SALISBURY	NC	28144	Vehicle Sold	260230911	47.32
CORRELL, ROBERT THOMAS JR	790 LAKE WRIGHT RD		CHINA GROVE	NC	28023	Vehicle Sold	173836884	73.98
COTNEY, JASON DAYNE	180 HUNTERS POINT DR		ROCKWELL	NC	28138	Vehicle Sold	173487262	60.75
DALTON, JEFFERY MARK	464 CROOKED CREEK LN		CHINA GROVE	NC	28023	Vehicle Sold	174912138	64.28
DALTON, JEFFERY MARK	464 CROOKED CREEK LN		CHINA GROVE	NC	28023	Vehicle Sold	174912124	4.10
DALTON, JEFFERY MARK	464 CROOKED CREEK LN		CHINA GROVE	NC	28023	Vehicle Sold	174912126	3.99
DALTON, JEFFERY MARK	464 CROOKED CREEK LN		CHINA GROVE	NC	28023	Vehicle Sold	174912132	31.50
DANNER, ANNA MAY	1075 FOSTER RD		CLEVELAND	NC	27013	Vehicle Sold	174378312	118.76
DILLON, PAUL ANTHONY	1217 JOCELYN DR APT 307		FORT MILL	SC	29708	Reg . Out of state	262679451	33.64
DILLON, PAUL ANTHONY	1217 JOCELYN DR APT 307		FORT MILL	SC	29708	Reg . Out of state	262679460	32.13
FILE, JAMES ALBERT	102 PRESTWICK CT		SALISBURY	NC	28146	Vehicle Sold	260231196	3.67
FINK, ELLEN BARGER	1980 RAINEY RD		SALISBURY	NC	28146	Vehicle Sold	173836890	9.76
FORREST, PAMELA TUCKER	410 MELODYBROOK CIR		WOODLEAF	NC	27054	Vehicle Sold	173487280	49.08
FRITZ, HEATHER NICOLE	110 E C AVE		SALISBURY	NC	28144	Vehicle Sold	260231019	119.81
GREENE, BILLY JOE JR	175 LENOXDALE DR		MOUNT ULLA	NC	28125	Vehicle Sold	173836862	202.56
HINSON, TAYLOR SCOTT	1017 BEATEN PATH		CHINA GROVE	NC	28023	Situs error	350239340	44.99
HOFFMAN, GILBERT FORREST	145 GOLDENROD CIR		SALISBURY	NC	28147	Vehicle Sold	174912424	72.18
HONEYCUTT, HAROLD MCNEARY JR	125 STONEYBROOK RD		SALISBURY	NC	28147	Vehicle Sold	261567450	65.64
HUNTER, RONALD MICKEY	365 GRAYSON DR		SALISBURY	NC	28147	Vehicle Sold	173487250	183.50
ISAACS, MITCHELL TODD	10340 UNITY CHURCH RD		MOORESVILLE	NC	28115	Vehicle Sold	173487450	112.97
JOHNSON, GARLAND RANDOLPH	1294 WEATHERBY DR		SALISBURY	NC	28146	Vehicle Sold	174378138	150.94
JOHNSON, GARLAND RANDOLPH	1294 WEATHERBY DR		SALISBURY	NC	28146	Vehicle Sold	174378148	95.80
JOHNSON, LUTHER DARRELL	1023 WEATHERBY DR		SALISBURY	NC	28146	Vehicle Sold	175120040	216.77
JOHNSON, MARQUEECE DEQUAN	5121 BURKE AVE		COLUMBIA	SC	29203	Reg . Out of state	260231208	196.85
JOHNSON, ROBERT LEE	2535 HILL TOP DR		SALISBURY	NC	28147	Vehicle Sold	174378102	50.51
JONES, MICHAEL EUGENE JR	225 S FULTON ST		SALISBURY	NC	28144	Vehicle Sold	262368126	194.14
JONES, WILLIAM HENRY	625 CATAWBA RD		SALISBURY	NC	28144	Vehicle Sold	260231040	40.76
KARRIKER, COYT MITCHELL	880 DEAL RD		MOORESVILLE	NC	28115	Over Assessment	173487362	10.59
KEPLEY, CHANDLER AUSTIN	604 WOODLAND DR		ROCKWELL	NC	28138	Tag Surrender	174834620	177.22
LEE, RANDALL SCOTT	1860 STIREWALT RD		CHINA GROVE	NC	28023	Vehicle Sold	173487364	8.44
LITTLE, STEVEN LANE	355 LITTLE CRANE COVE RD		SALISBURY	NC	28146	Vehicle Sold	173487374	23.16
MCCLURE, HARRY RONALD JR	209 WINDSORWOOD TRL		ROCKWELL	NC	28138	Vehicle Totalled	173691174	69.57

*Jenya Parrish Tax Collector*



**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 and Anna Bumgarner, Finance Director  
**DATE:** 12/5/2022  
**SUBJECT:** Satisfaction of Prior Deed of Trust (HOME Grant Program)

---

The home owner obtained a loan from Rowan County as part of our rehabilitation program back in 2016 in the amount of \$12,100. the general term was that she not sell the property within 8 years. The home owner passed in 2019 and based on her date of death, without an approved transfer to a family member, the loan payoff was \$7,562.50. This amount was paid to the County in November of 2022 upon the sale of the home.

Therefore, it is the opinion of the County Attorney that the County should file the Satisfaction and cancel the deed of trust because the terms have been met and the debt has been paid in full.

Motion to approve the attached Satisfaction form and authorize the Finance Director to sign the Satisfaction.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
--------------------	--------------------	-------------

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Ann Kitalong-Will, Dir, Grants Admin/Govt Relations; TJ Brown, Deputy Chief,  
Emergency Svcs  
**DATE:** 11/23/22  
**SUBJECT:** Approval to Apply for Emergency Management Performance Grant

---

Emergency Management Performance Grant (EMPG) Summary:  
Rowan County uses EMPG funds to partially fund the Emergency  
Manager salary and to accomplish several preparedness plans and projects.

The purpose of the EMPG is to provide federal funds to states to assist  
state, local, territorial, and tribal governments in preparing for all hazards  
events, as authorized by Section 662 of the Post Katrina Emergency  
Management Reform Act. EMPG funding is used to support a whole  
community approach to strengthen a state or community's emergency  
management program.

Funding amount is variable, depending on State award.

It is recommended that the Board of Commissioners

- 1) Approve the County to apply for EMPG funding, and
- 2) Approve the County Manager to execute the grant documents upon receipt.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
EMPG Application	11/23/2022	Exhibit
Memo to Board of Commissioners	11/23/2022	Backup Material

## 2023 NCEM EMPG Grant Application

Applicant	Applicant: Rowan County	
	Street: 130 W Innes St	
	City: Salisbury	
	State: NC	Zip Code: 28144
	EIN: 56-6000336	
	SAM Registered: Yes	SAM Expiration: 07/05/2023
	UEID: GCB7UCV96NW6	
	POC Name: TJ Brown	Title: Emergency Services Deputy Chief
Email: tj.brown@rowancountync.gov	Phone: 704-216-8918	

Project Information	Title: County EMPG	
	Abstract: Will use funds to support salary for Emergency Manager to maintain operations and complete the designated activity selections for WebEOC	
	Goal: Salary Support	
	County Activity Directory <b>Optional Activity</b> Selections: (reimbursement for up to six selections)	
	Activity	2023.10 Active Local Emergency Planning LEPC
	Activity	2023.12 ICS Position Training
	Activity	2023.20 Attend an additional Conference
	Activity	2023.31 Recovery Plan
	Activity	2023.33 Participate in Domestic Preparedness Region Activities
	Activity	2023.36 Storm Ready Certification
Activity	2023.46 Search Management Overhead Team	
Activity	2023.55 EM Forums	
Activity	2023.65 Equipment Maintenance	
Project Requires an EHP: No		

Primary: Operational coordination
-----------------------------------

Core Capabilities/Priorities Addressed	How capability is supported:	Through response to local events.
	Secondary:	Planning
	How capability is supported:	Through creating plans to support operational needs
	National Priority Area:	Strengthen the emergency management workforce

Project Timeline	Milestone	Target Completion Date:
	WebEOC Activity Selection	10/31/2023
	Complete Base/Optional Activities	01/01/2023
	Execute MOA	10/31/2023
	Project Closeout	02/28/2024

Organizational Details	EM Program Manager details			
	Time Alloted for EM:	100	FT Salary:	87423.24
	Date of Employment (Current Pos):	07/01/2022	EMPG Coursework Completed:	Yes
	All EM Personnel details (Supported by EMPG funds)			
	All program funds (federal and match) allocated towards local EM personnel		229948.69	
	All EMPG Program funds (federal and match) allocated towards non-local emergency management personnel		0	
	Number of local emergency management personnel		1	
	Number of local emergency management personnel supported (fully or partially) by the EMPG Program		1	
	Number of local emergency management FTE personnel supported (fully or partially) by the EMPG Program		1	
	Names of all EMPG-supported personnel		EMPG Coursework Completed	
	TJ Brown		Yes	

Budget	Planning/Organization/Training/Exercise detail			
	Activity Area:	Description	Federal Share	Fed + Match
	Planning	to support the activites selected in WebEOC	53,279.03	106,558.06
				0.00
				0.00
				0.00

Information	Equipment detail					
	Description	Activity	AEL #	Qty	Federal Share	Fed + Match
						106,558.06
						0.00
						0.00
						0.00
						0.00

Budget Summary	Funding Summary				
	Activity Area:			Federal share	Fed + Match
	Planning			53,279.03	106,558.06
	Organization			0.00	0.00
	Equipment			0.00	0.00
	Training			0.00	0.00
	Exercise			0.00	0.00
Total Funding Request:			53,279.03	106,558.06	

Additional Information	
------------------------	--

Acknowledge the Following Statements:	
Certifications	Yes   This application includes complete and accurate information.
	Yes   I understand that any project having the potential to impact the environment, historical or cultural resources must submit an Environmental & Historical Preservation Form.
	Yes   I understand that in accordance with HSPD-5, the adoption of the National Incident Management System (NIMS), is a requirement to receiving federal preparedness assistance. By submitting this grant
	Yes   I understand that this project is Nationwide Cybersecurity Review complaint and annual survey participation is a requirement through the grant period of performance.
	Yes   I understand that projects with funds allocated towards equipment are required to check all equipment against the FEMA Allowable Equipment List.
	Yes   I understand that any changes made to this grant after the submission deadline must be approved by the NCEM Grants Branch Manager and updated application must be submitted.
	Yes   I understand that, if applying as a nonprofit agency, a copy of nonprofit certification must be submitted with your application
	Yes   I understand that submittal of the project proposal does not guarantee funding.
	Yes   I understand that any person who knowingly makes a false claim or statement in connection with this



*Be an original.™*

2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388

[p] 704-216-8900

[f] 704-216-8921

To: Rowan County Board of Commissioners

From: TJ Brown, Deputy Chief 

Date: November 23, 2022

Re: Emergency Management Preparedness Grants Applications

Background:

Rowan County has used preparedness grants for several years to maintain and improve emergency preparedness goals. North Carolina Emergency Management has consolidated the process for grants applications. Applications for the Emergency Management Performance, Hazardous Materials Emergency Preparedness, Homeland Security Program, North Carolina Tier II (competitive), and North Carolina Tier II (non-competitive) grants are now accomplished using a single form and submitted simultaneously.

Objective:

Rowan County Emergency Services seeks authorization to apply for the Emergency Management Preparedness grants summarized below:

1. Emergency Management Performance Grant
  - a. Amount: Variable depending on State award
  - b. Purpose: Rowan County uses these funds to partially fund the Emergency Manager salary and to accomplish several preparedness plans and projects. The purpose of the EMPG is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards events, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act. EMPG funding is used to support a whole community approach to strengthen a state or community's emergency management program.

We respectfully request the Board allow Emergency Services to apply for the above listed grant and for County Staff to execute the grant documents.



**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:** 12/5/2022  
**SUBJECT:** Contribution-based Benefit Cap

---

Rowan County receives notification regarding contribution-based benefit cap legislation that was effective January 1, 2015. This legislation also known as "pension spiking". This legislation applies to members who retire on or after January 1, 2015, with an average final compensation of \$100,000 or higher.

The attached letter list the employees that have the potential of being effected by this rule. Also attached is the payment the County will be making for one of these members.

I will notify the Board of Commissioners when or if this list changes so that you are aware of potential future payments.

No action required.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
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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:** County Manager Aaron Church  
**DATE:** November 28, 2022  
**SUBJECT:** Approval of Resolution Presented to Clerk to the Board on November 21, 2022

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution	11/28/2022	Cover Memo

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



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

## Rowan County Board of Commissioners

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

### RESOLUTION Commending Carolyn Barger

**WHEREAS, Carolyn Barger**, of Salisbury, North Carolina, commenced employment with the County of Rowan as Office Assistant III on September 8, 1999, and will retire as Clerk of the Board for the Rowan County Board of Commissioners on November 30, 2022; and


**WHEREAS, Carolyn Barger** served as Rowan County's first-ever Deputy Clerk in 1999 and was appointed as Clerk to the Board in 2005 and has, in her tenure as Clerk to the Board, served 25 elected officials and worked with 4 County Managers.


**WHEREAS**, the Rowan County Commissioners make the following observations:

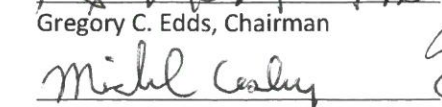
- That Carolyn Barger is a leader in her profession as an active member of the International Institute of Municipal Clerks and the North Carolina Association of County Clerks.
- That she achieved the International Institute's Master Municipal Clerk designation in 2014, which is recognized and accepted internationally.
- That she has served on the Board of Directors of the North Carolina Association of County Clerks, as President (2013-14), as well as serving as Vice-President, and Secretary.
- That she was recognized by the North Carolina Association of County Clerks, having been selected for the Howard Holly Outstanding Clerk of the Year Award (2014-15).
- That she was in the inaugural class of North Carolina Clerks, receiving the North Carolina County Clerk designation conferred by the School of Government.
- That she achieved the first-ever Master County Clerk designation from the School of Government.
- That Carolyn Barger, throughout her honorable service as clerk, has displayed remarkable and inimitable historical knowledge of the activities and conduct of County operations.

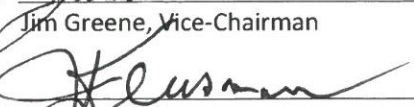
**NOW THEREFORE BE IT RESOLVED**, that it is proper for us as friends, colleagues, acquaintances, and as members of the Rowan County Board of Commissioners to record our recognition and appreciation for the sincere, generous, and valuable services rendered by the Clerk of the Board, Carolyn Barger, on this date, November 21, 2022, as she looks forward to her much-deserved retirement on November 30, 2022.

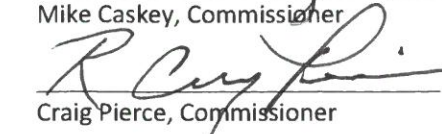
This the 21<sup>st</sup> day of November, 2022

  
\_\_\_\_\_  
Gregory C. Edds, Chairman

  
\_\_\_\_\_  
Jim Greene, Vice-Chairman

  
\_\_\_\_\_  
Mike Caskey, Commissioner

  
\_\_\_\_\_  
Judy Klusman, Commissioner

  
\_\_\_\_\_  
Craig Pierce, Commissioner



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:** November 28, 2022  
**SUBJECT:** Ratify the Board's Action to Name the Rowan County Justice Center in Honor of Retiring Sheriff Kevin Auten

---

**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:** Jody Farrow-Bennett; Purchasing Director & Micah Ennis; DSS Director  
**DATE:** 12/5/2022  
**SUBJECT:** Amendment No. 2 - Andrea B. Davis Law Office

---

Rowan County DSS entered into a contract for Legal Services to help manage termination of parental rights cases with Andrea B. Davis Law Office. The Department of Social Services continue to utilize the Law Office, services include child welfare, child support, adult protective services, guardianship services and other needed legal consultation in the absence of a staff attorney or when additional legal services are required.

The County is requesting to extend and revised the current contract with Andrea B. Davis Law Office as we working through a transition period following the retirement of the current child welfare attorney. Not to exceed \$174,000.00 for FY23 & FY24. Requesting an additional \$20,000 for FY23 and \$107,000.00 for FY24.

Board of Commissioners authorize the County Manager to approve the Amendment No. 2 with Andrea B. Davis Law Office; not to exceed \$174,000.00 for FY23 & FY24.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Amendment No. 2	11/29/2022	Cover Memo



**ROWAN COUNTY CONTRACT MEMORANDUM**

**TO:** Aaron Church, Rowan County Manager  
**FROM:** Micah Ennis  
**DEPT:** Social Services  
**DATE:** 11/28/2022  
**SUBJECT:** Contract with Andrea Davis

---

**PURPOSE OF CONTRACT:**

**CONTRACT CERTIFICATION**

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

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

---

**Signature of Director**

---

**DATE**

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

SECOND AMENDMENT

THIS SECOND AMENDMENT TO AGREEMENT (“Amendment”) dated the \_\_\_\_ day of \_\_\_\_\_ 2022, is between ROWAN COUNTY, a body politic (“the County”) and ANDREA B. DAVIS LAW OFFICE, (“Provider”) under the following circumstances:

WHEREASE, the County and Provider have a previously entered into an Agreement dated the 26<sup>th</sup> day of October 2021 for legal services related to termination of parental rights; and a First Amendment dated the 7<sup>th</sup> day of June, 2022.

WHEREAS the County and Provider now desire to amend the agreement to include additional legal services and hours related to child welfare legal work, including but not limited to, drafting court orders for child welfare matters, preparing other legal documents for child welfare, representing child welfare matters in court when necessary, and other activities supportive to Department of Social Services’ permanent full-time attorney; and

WHEREAS, the Provider will provide said services for the same hourly rate as the previous agreement of Sixty-Five Dollars (\$65) per hour, to be billed monthly.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, and promises made herein, the sufficiency of which is hereby acknowledged, County and Provider agree as follows:

1. Exhibit A, Section B is hereby amended to include an additional 308 hours of work to run until June 30, 2023. Not To Exceed \$20,000. Total of \$70,000 for FY23.
2. Exhibit A, Section B is hereby amended to include an additional 1,600 hours of work effective July 1, 2023 to June 30,2024. Not to Exceed \$104,000.00 for FY24.

**IN WITNESS WHEREOF**, the County and Provider have duly executed and delivered this First Amendment to the service agreement on the date set forth above.

ROWAN COUNTY, a Body Politic

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

Aaron Church, County Manager

\_\_\_\_\_

Date

ANDREA B. DAVIS LAW OFFICE

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

Andrea B. Davis

\_\_\_\_\_

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:** Kelly Natoli, Assistant County Manager/HR Director  
**DATE:** 11-30-22  
**SUBJECT:** Sheriff's Salary

---

Set the pay for Sheriff Joe Travis Allen at \$140,000/annual effective 12-5-22.

Please approve the above 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:** Shane Stewart  
**DATE:** November 23, 2022  
**SUBJECT:** Public Hearing for ZTA 05-22: Amendments to the SNIA designation process and Land Use Plan Recommendations

---

Planning Staff propose amendments to the Zoning and Subdivision Ordinances pertaining to the Water Supply Watershed Overlay (WSO) district and amendments to the East and West Area Land Use Plans to include recommendations pertaining to SNIA designations. Amended ordinance sections include 21-4, Definitions; 21-31, Zoning Districts; 21-33, Overlay Districts; 21-61, Conditional Districts; 21-111, General; 21-314, Planning department; 21-363, Hierarchy; 22-11, Definitions; and 22-112, SCMs.

1. Receive staff report
2. Public comments
3. Close hearing and discuss
4. Motion to consider statement of consistency
5. Motion to approve / deny / table ZTA 05-22

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Report and Ordinance	11/23/2022	Cover Memo
Land Use Plan Recommendations	11/23/2022	Cover Memo
Watershed Map	11/23/2022	Cover Memo
Watershed Acreage and SNIA Allocations	11/23/2022	Cover Memo



Rowan County Department of Planning & Development

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

Phone: (704) 216-8588

www.rowancountync.gov/planning

**MEMORANDUM**

TO: Rowan County Board of Commissioners  
FROM: Shane Stewart, Assistant Planning Director  
DATE: November 23, 2022  
RE: **ZTA 05-22: Amendments to the SNIA designation process and Land Use Plan Recommendations**

**SUGGESTED BOARD OF COMMISSIONERS ACTION**

- Receive staff report
- Conduct public hearing
- Close hearing & discuss
- Motion to adopt statement of consistency
- Motion to Approve / Deny / Table ZTA 05-22 and Land Use Plan Recommendations

**BACKGROUND**

In 1989, the North Carolina General Assembly passed the Water Supply Watershed Protection Act directing the state’s Environmental Management Commission (EMC) to develop measures to protect drinking water sources throughout the state. Over the next few years, the EMC identified water supply watershed boundary limits, established classifications for each, and developed minimum standards for development which were issued as a mandate for counties to adopt and enforce within a local program by January 1, 1994.

In general, single family development is regulated by lot size (e.g. 1 home per ½ acre) while non-residential or multi-family projects are regulated by a maximum percentage of impervious surface (e.g. buildings, pavement, gravel, etc.) permitted on the property when compared to undeveloped areas (e.g. grassed, wooded, landscaped) of the property. Other than the high density amendment in 2019, much of the watershed standards currently in the Zoning Ordinance remain unchanged since incorporated from the county’s Watershed Ordinance adopted in 1993 to the Zoning Ordinance in 1998.

Requests for a Special Non-Residential Intensity Allocation (SNIA) is a current process whereby the Board of Commissioners can identify up to ten (10) percent of the acreage

within each watershed area, not including the critical area, and allow up to seventy (70) percent impervious coverage. Current standards for review are minimal and do not include a public process.

### PROPOSED CHANGES

Planning staff propose a series of changes to section 21-33(2) of the Zoning Ordinance pertaining to the Water Supply Watershed Overlay (WSO) district.

- Revised density and built-upon limits table [sec. 21-33(2)(d)] – This single table contain the density options by type: low density, density averaging, high density, and SNIA.
- Options to obtain density compliance [sec. 21-33(2)(f)] – Each density option is identified by review type. SNIA requests are proposed to be reviewed as a conditional district (rezoning) instead of an “administrative” review by the Board of Commissioners.
- SNIA review process [sec. 21-33(2)(f)(2)] – This section includes a purpose statement, eligibility, and process for previously approved requests and minor changes.
- Land use plan recommendations – General recommendations including maximum acreage of removal by parcel.

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

Unless otherwise expressly provided, or unless clearly required by the context, the words and phrases defined in this section shall have the meaning indicated when used in this chapter. For any word that is not defined in this section, the common dictionary definition applies.

*Balance of watershed (BW)* means an area defined as the entire drainage basin upstream of **an and** draining to a WS-II or WS-III watershed critical area where the risk of water supply pollution is greater than in surrounding areas.

*“Existing” impervious development.* Consists of any structure(s) or operational area(s) that has either been:

1. In existence and continuous operation prior to the effective date of the Rowan County Water Supply Watershed Ordinance on January 1, 1994 (since codified in the RCZO); or,
2. Lawfully permitted prior to the effective date (February 16, 1998) of the Rowan County Zoning Ordinance; or,
3. Lawfully permitted in accordance with the standards of the Rowan County Zoning Ordinance prior to the effective date of the High Density amendments contained in Section 21-33(2)(f)(3) of the RCZO.

*Protected area (PA)* means the area of a **WS-IV** watershed, beyond the critical area, as measured ten (10) miles upstream from an intake or to the ridge line, whichever is closer,

and draining to the intake.

**Sec. 21-31. Zoning districts established.**

(a) The county is hereby divided into a variety of general zoning districts. The purpose and minimum requirements of each zoning district are provided in the appropriate zoning district provisions and in article V. In addition, special overlay district regulations apply for specified areas. The applicability of all zoning districts to individual properties shall be shown on official zoning maps which shall be a part of the zoning ordinance. These maps shall be maintained for public inspection in the offices of the county planning department. Interpretation of zoning district uses and boundaries shall be as provided in article XII and article XIII.

(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) | n. Airport Industrial (AI) |

(2) *Overlay districts:*

- a. Water Supply Watershed (~~WS~~ **WSO**).
- b. Airport ~~Height~~ **Zone** (AZO).
- c. Agricultural (AO).
- d. Manufactured Home Overlay (MHO).

**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.*

(2) *Water Supply Watershed Overlays, WSO.* The purpose of the watershed overlay is to provide for the protection of public water supplies as required by the Water Supply Watershed Classification and Protection Act (G.S. 143-214.5) and regulations promulgated therein. The watershed overlays may be an overlay in any conventional or conditional zoning district established in this chapter. The overlay districts supplement the uses or development requirements of the underlying zoning districts.

- a. *Uses allowed.* The use requirements of the underlying districts apply to the **WSO** districts, unless otherwise provided in this section. However, all allowed uses must be in conformance with the provisions of this section.
- b. *Expressly prohibited in critical areas.* The following uses are expressly prohibited:
  - 1. Landfills;
  - 2. Sites for land application of sludge/residuals or petroleum contaminated soils.
- c. *Calculating built-upon area.* For the purpose of calculating built-upon area, total project area shall include total acreage in the lot on which the project is to be developed **less acreage with any public road right of way. Built-upon area for a non-residential use existing prior to January 1, 1994 (effective date of the initial WSO district designation and ordinance) as determined by planning staff will be subtracted from the overall lot acreage. All built-upon area proposed or existing after January 1, 1994 shall be subject to standards of this chapter. Home Occupations defined by section 21-4 shall be considered single family development. Built-upon area calculations for a Rural Home Occupation shall only include new built-upon area proposed and use of any existing structure(s) for the operation but not existing residential structures.**
- d. *Low Density standard and built-upon limits.* ~~The following density and built-upon limits including nonpoint source and pollution control measures shall apply to development in the water supply watersheds unless expressly provided otherwise.~~ **Maximum allowable density and built-upon limits on a project by project basis is subject to one of the following options:**
  - 1. **Density and Built-Upon Limits**

<b>Watershed</b>	<b>Single family Residential</b>	<b>Multi-family and Nonresidential Development</b>
------------------	----------------------------------	--

<i>Watershed II Critical Area, WS-II-CA</i>	<i>80,000 sq.ft. minimum lot size or 6 percent built- upon area on a project by project basis</i>	<i>Development shall not exceed 6 percent on a project by project basis, unless otherwise provided in this section.</i>
<i>Watershed II-Balance of Watershed, WS-II-BW</i>	<i>40,000 sq.ft. minimum lot size</i>	<i>Maximum 12 percent built-upon on a project by project basis</i>
<i>Watershed III Critical Area, WS-III-CA</i>	<i>40,000 sq.ft. minimum lot size</i>	<i>Maximum 12 percent built-upon on a project by project basis</i>
<i>Watershed III-Balance of Watershed, WS-III-BW</i>	<i>20,000 sq.ft. minimum lot size</i>	<i>Maximum 24 percent built-upon on a project by project basis</i>
<i>Watershed IV Critical Area, WS-IV-CA*</i>	<i>20,000 sq.ft. minimum lot size</i>	<i>Maximum 24 percent built-upon on a project by project basis</i>
<i>Watershed IV Protected Area, WS-IV-PA*</i>	<i>20,000 sq.ft. minimum lot size</i>	<i>Maximum of 24 percent built-upon area with curb and gutter or 36 percent built-upon area without curb and gutter</i>

Water Supply Classification	Location in Watershed	Maximum Allowable Built-upon Area % (Non-residential / Multi-family) and Minimum Lot Size in sq.ft. [sf] (Single Family)					
		Low Density Development		Density Averaging <sup>1</sup>	High Density Development <sup>2</sup>		SNIA
		Single Family Residential Development	Non-residential and Multi-family Development	Non-residential Development	Single Family Residential Development	Non-residential and Multi-family Development	Non-residential Development
WS-II	Critical Area	80,000 sf or 6% built upon area	6% built-upon area	6% built-upon area	N/A	N/A	N/A
	Balance of Watershed	40,000 sf	12% built-upon area	12% built-upon area	N/A	N/A	70% built-upon area
WS-III	Critical Area	40,000 sf	12% built-upon area	12% built-upon area	N/A	N/A	N/A
	Balance of Watershed	20,000 sf	24% built-upon area	24% built-upon area	N/A	N/A	70% built-upon area
WS-IV <sup>3</sup>	Critical Area	20,000 sf	24% built-upon area	24% built-upon area	50% built-upon area	50% built-upon area	N/A
	Protected Area	20,000 sf	24% built-upon area or 36% without curb and gutter	24% built-upon area or 36% without curb and gutter	70% built-upon area	70% built-upon area	70% built-upon area

<sup>1</sup> Density Averaging requests that include donating property from the critical area must comply with the built-upon area allowance in the critical area.

<sup>2</sup> High Density Development is only permissible subject to section 21-33(2)(f)(3)(a).

<sup>3</sup> Development activities which require an erosion / sedimentation control plan must meet these requirements.

**2. e. Nonpoint Source and Stormwater Pollution Control. The following measures shall apply to development in the WSO unless expressly provided otherwise:**

**i. 1. Vegetated Conveyances.** Stormwater runoff from the project shall be released to vegetated areas as dispersed flow or transported by vegetated conveyances to the maximum extent practicable. In determining whether this criteria has been met, Rowan County shall take into account site-specific factors such as topography and site layout as well as protection of water quality. Vegetated conveyances shall be maintained in perpetuity to ensure continued function as designed. Vegetated conveyances that meet

the following criteria shall be deemed to satisfy the requirements of this Sub-Item:

~~(1)~~ i. Side slopes shall be no steeper than 3:1 (horizontal to vertical) unless it is demonstrated to Rowan County that soils and vegetation will remain stable in perpetuity based on engineering calculations and on-site soil investigation; and

~~(2)~~ ii. The conveyance shall be designed so that it does not erode during the peak flow from the 10-year storm event as demonstrated by engineering calculations.

~~ii.~~ **2. Curb Outlet Systems.** In lieu of vegetated conveyances, low density projects shall have the option to use curb and gutter with outlets to convey stormwater to grassed swales or vegetated areas. Requirements for these curb outlet systems shall be as follows:

~~(1)~~ i. The curb outlets shall be located such that the swale or vegetated area can carry the peak flow from the 10-year storm and at a non-erosive velocity;

~~(2)~~ ii. The longitudinal slope of the swale or vegetated area shall not exceed five percent except where not practical due to physical constraints. In these cases, devices to slow the rate of runoff and encourage infiltration to reduce pollutant delivery shall be provided;

~~(3)~~ iii. The swale's cross section shall be trapezoidal with a minimum bottom width of two feet;

~~(4)~~ iv. The side slopes of the swale or vegetated area shall be no steeper than 3:1 (horizontal to vertical);

~~(5)~~ v. The minimum length of the swale or vegetated area shall be 100 feet; and

~~(6)~~ vi. Low density projects may use treatment swales designed in accordance with 15A NCAC 02H .1061 in lieu of the requirements specified in Sub-Items ~~(1)~~ i. through ~~(5)~~ v. of this Sub-Item.

**f. Options in Density Compliance. Proposed development within a WSO is subject to submission of a site plan to illustrate proposed compliance with this chapter based on one of the following four (4) application types in accordance with the density standards noted in subsection 21-33(2)(d) and based on the review process identified as follows:**



Density Type	Low Density	Density Averaging	High Density	SNIA
Review Process *	P	S	SR	CD

CD - Conditional District

P - Permitted by Right

S - Special Use

SR - Permitted with Special Requirements

**\* Refer to section 21-111 for a description of field entries.**

To verify a completed project conformed to the proposed plan, planning staff may require a site plan from a professional land surveyor verifying the built-upon area limits and calculations in conformity with this chapter.

1. **Low Density.** Proposed development meeting the low density standards with built-upon area completely contained within the subject parcel's boundary shall be subject to review by planning staff to ensure compliance with this chapter. For the purposes of section 21-33(2)(f), residential clustering consisting of a planned development where the collective project acreage complies with the low density standards is considered low density subject to a special use permit reviewed in accordance with section 21-60(15).

e. 2. Special ~~nonresidential intensity allocation~~ **Non-residential Intensity Allocation (SNIA) permit.**

1. a. **Purpose.** ~~The purpose is to~~ **SNIA designation provide** is a method for ~~the board of commissioners to allow~~ **case by case allocation of up to ten (10) percent of the land area within the balance or protected area portion of a water supply watershed located in the county's planning and zoning jurisdiction** ~~portion of the balance of watershed area (excluding a critical area) to be granted an SNIA permit to be developed at~~ **with a built-upon surface area** up to seventy (70) percent ~~built-upon surface area.~~ **Regardless of the options to achieve compliance with built-upon area standards in section 21-33(2)(f), the county recognizes a need to create an equitable approach to preserve SNIA designations for developments less conducive to the other three (3) application types. SNIA designations should advance the public interest through applications that will enhance tax base / employment opportunities; serve a public or semi-public use; or provide other benefits as determined by the Board of Commissioners. To effectively evaluate a request given the limited acreage available for allocation, review standards from section 21-33(d)(f)(2), and land use plan guidance, applications must be reviewed as a conditional district to the WSO district.**

**b. Eligibility.** Non-residential uses subject to compliance with section 21-113 and located outside the critical area are eligible unless otherwise indicated in this chapter. New development located within both a WSIV-PA and development node or corridor within an adopted Rowan County Land Use Plan, which propose three (3) acres or more in built-upon area, must seek approval under the High Density option. An applicant may request the Board of Commissioners consider granting a waiver to the three (3) acre maximum eligibility provision and allow the request to be considered subject to section 21-33(2)(f)(2). In granting a waiver, the Board of Commissioners shall affirm the project is not consistent with the purpose of this subsection; water quality impacts resulting from the development project will be minimized; and the waiver lends itself to a better project design.

**2. c. Application and review procedures.** Applications for the initial development under the SNIA option shall be reviewed and approved as a conditional district in the WSO consistent with sections 21-33(2)(f)(2), 21-61, and 21-62 except that in lieu of section 21-62 (d), a minor change to an approved SNIA request is subject to section 21-33(2)(f)(2)(f) ~~include a site plan as prescribed in section 21-52.~~ Applications for SNIA may be submitted concurrent with a general or conditional zoning district or special use permit request.

**d. Buffers.** Development shall adhere to buffer requirements of section 21-213(h).

**e. Previously approved SNIA requests.** SNIA requests approved by the Board of Commissioners prior to December 5, 2022 that either were or will be developed consistent with the approved plan within two (2) years of approval, are not subject to additional consideration as a conditional district to retain development rights. Subsequent development on property consistent with this subsection may be reviewed and approved by planning staff subject to compliance with the general district standards and built-upon limits prescribed by section 21-33(2)(d).

**f. Minor change to SNIA approved after December 5, 2022.** Minor change to a WSO-CD may be reviewed and approved by planning staff that propose either:

1) Subsequent development consistent with the original approved site plan, which propose additional built-upon area consistent with all other standards of this chapter or

2) Reduction in building size that does not exceed the greater of 5,000 sq.ft. or 25%.

All other changes shall be considered a new request submitted per section 21-33(2)(f)(2).

**g. Expiration.** SNIA designations are subject to expiration referenced in section 21-62(e).

~~3. **Review and approval.** The site plan shall be reviewed by the board of commissioners. Approval of the plan may include the addition of reasonable and appropriate conditions.~~

~~4. **Applicable areas.** Areas in which SNIA permits may be approved are as follows:~~

~~i. WS-II-BW.~~

~~ii. WS-III-BW.~~

~~iii. WS-IV-PA.~~

~~5. **Eligibility for an SNIA permit.** Non-residential uses subject to compliance with section 21-113 shall be eligible unless otherwise indicated in this chapter.~~

**f. 3.** High Density standard and built-upon limits.

~~(1)~~ **a.** Purpose. New development activities within a Watershed IV Critical Area (WS-IV-CA) or a Watershed IV Protected Area (WS-IV-PA) that require a soil erosion and sedimentation control plan pursuant to G.S. 113A Article 4 or Chapter 18 of the Rowan County Code of Ordinances and exceed the low density standards of subsection 2(d) of this Chapter must seek approval under the High Density standards when affected by any of the following:

**a. i.** Proposing a major subdivision as defined in Section 22-56 of the Rowan County Subdivision Ordinance; or,

**b. ii.** Proposing a Planned Development Subdivision (PDS) as defined in Section 22-58 of the Rowan County Subdivision Ordinance; or,

**c. iii.** Located in a development node or corridor in an adopted Rowan County Land Use Plan and proposes three (3) acres or more in built-upon area.

~~(2)~~ **b.** Intent. High Density standards will allow for creation of denser development projects while ensuring impacts to water quality within the watershed are minimized by utilizing Best Management Practices to control stormwater runoff and resulting pollution. Furthermore, the application of High Density standards to projects referenced in 21-33(2)(f)~~(1)~~**(3)(a)** will preserve the SNIA provision for development activities within the watershed that are of a scale and scope that do not warrant high density standards.

**(3) c.** Standards and built-upon limits. The Board of Commissioners may approve a project application(s) for use of High Density development standards based on the following:

**a. i.** WS-IV-CA. Where new development exceeds the low density standards of Section 21-33(2)(d), engineered stormwater controls shall be used to control runoff from the first inch of rainfall and development shall not exceed fifty percent (50%) built-upon area.

**b. ii.** WS-IV-PA. Where new development exceeds the low density standards of Section 21-33(2)(d), engineered stormwater controls shall be used to control runoff from the first inch of rainfall and development shall not exceed seventy percent (70%) built-upon area.

**e. iii.** Qualifying areas of the stormwater control structure may be considered pervious when computing total built-upon area.

**(4) d.** Application. Projects subject to the conditions of subsection 2(f)~~(1)~~ **(3)(a)** of this Chapter shall submit an application for consideration by the Board of Commissioners subject to the process outlined in Section 21-317 of this Chapter.

**(5) e.** Waivers. New development activities in a WS-IV-PA subject to the requirements of this subsection may request the Board of Commissioners consider granting a waiver from the High Density standards and instead allow the project to utilize the provisions of Section 21-33(2)~~(e)~~ **(f)(2)**. In granting a waiver, the Board of Commissioners shall affirm the project is not consistent with the purpose and intent of this subsection; water quality impacts resulting from the development project will be minimized; and the waiver lends itself to a better project design.

#### **4. Density Averaging.**

*(3) Agricultural Overlay, AO.*

*(4) Manufactured Home Overlay, MHO.*

### **Sec. 21-61. Conditional districts.**

*(a) Purpose.* There are instances where a rezoning request to a general district would be inappropriate and could not effectively be managed by the district's general development standards. As an alternative manner to evaluate such a request, a conditional district may propose specific development standards necessary to address anticipated impacts on surrounding properties and the county, establish consistency with adopted plans, and / or provide a clear understanding of the type and degree of future development allowed within the district. This can often be achieved by the commitment to a specific use or uses permitted in the conditional district, increased

development standards, or site plan details, which are tailored to address the aforementioned objectives and sufficient to allow for an appropriate evaluation of the request. This voluntary procedure must be petitioned by the property owner or their authorized agent as a 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)
AI	AI (CD)
<b>Overlay Zoning Districts WSO</b>	<b>Conditional Districts WSO (CD)</b>

**Sec. 21-111. Generally.**

The range of uses permitted as of right and under prescribed conditions established in this article is summarized in section 21-113. **Field entries are as follows:**

- a. “P” means the use is “Permitted by Right” subject to review by planning staff in accordance with applicable ordinance standards.**
- b. “P(A)” means the use is “Permitted as an Accessory Use” subject to review by planning staff in accordance with applicable ordinance standards.**
- c. “SR” means the use is permitted based on compliance with specific “Special Requirements” and other applicable ordinance standards subject to review by**

either planning staff or the Board of Commissioners as indicated by the requirements.

d. “SR(A)” means the use is permitted based on compliance with specific “Special Requirements as an Accessory Use” and other applicable ordinance standards subject to review by planning staff.

e. “S” means the use is permitted subject to the issuance of a “Special Use Permit” by the Board of Commissioners.

f. “CD” means the use is permitted subject to approval of a “Conditional District” by the Board of Commissioners.

g. Blank entries mean the use is not permitted in the subject zoning district.

In the event of a conflict between section 21-113 and the text of this chapter, the text shall control.

#### **Sec. 21-314. Planning department.**

(a) *Duties and responsibilities.* The planning department serves as the lead agency for the overall administration of this article and serves as the primary professional staff of the planning board and board of adjustment.

(1) *Planning director.* The planning director performs the following duties:

- i. Maintains inspection records for each stormwater control structure permitted under Section 21-33(2)(f)(3) of this Chapter.

#### **Sec. 21-363. Hierarchy of districts.**

The districts established in this chapter are classified from "most restrictive" to "least restrictive": RS (most restrictive), RR, RA, MFR, MHP, INST, AI, NB, CBI, 85-ED-1, 85-ED-2, 85-ED-3, 85-ED-4, IND (least restrictive).

## **SUBDIVISION ORDINANCE**

### **Section 22-11. Other Definitions.**

*“Existing” impervious development.* Consists of any structure(s) or operational area(s) that has either been:

1. In existence and continuous operation prior to the effective date of the Rowan County Water Supply Watershed Ordinance on January 1, 1994 (since codified in the RCZO); or,

2. Lawfully permitted prior to the effective date (February 16, 1998) of the Rowan County Zoning Ordinance; or,
3. Lawfully permitted in accordance with the standards of the Rowan County Zoning Ordinance prior to the effective date of the High Density amendments contained in Section 21-33(2)(f)(3) of the RCZO.

**Section 22-112. Stormwater Control Measures: Operation, Maintenance and Inspections**

*(d) Inspections.*

3. Responsibility for Inspections. Rowan County shall exercise ultimate authority for operation and maintenance of stormwater control measures approved pursuant to the high density development standards for water supply watersheds contained in Section 21-33(2)(f)(3) of the Rowan County Zoning Ordinance.

**PROCEDURES**

The Board of Commissioners must develop a statement of consistency regarding the proposed zoning ordinance amendments describing whether its action is consistent with any adopted comprehensive plans [sec. 21-361 (c)]. See below Planning Board recommended statement.

**OCTOBER 24, 2022  
PLANNING BOARD  
MEETING**

No public comment was received during the Planning Board courtesy hearing. The board voted unanimously (6-0) to recommend approval as presented subject to the following statement of consistency:

**“ZTA 05-22 is reasonable, appropriate, and necessary to meet the development needs of Rowan County not previously envisioned by the East and West Area Land Use Plans. Furthermore, the adoption of ZTA 05-22 is deemed an amendment to the East and West Area Land Use Plans. The requirement that SNIA permits be submitted and approved as conditional districts is a more appropriate method to evaluate the SNIA request; the application will be legislative and not quasi-judicial, allowing easier input by the public and review by the Planning Board; and it defines criteria to be considered while reviewing the SNIA request.”**

**PUBLIC NOTICE**

**November 24<sup>th</sup> & December 1<sup>st</sup>** – Notice published in the *Salisbury Post*.

**STAFF COMMENTS**

While this amendment represents a significant change in the approval process, staff is of the opinion a conditional district is the most appropriate method to properly evaluate a request.

**ENCLOSURES**

1. Watershed map
2. Watershed acreage and SNIA allocations
3. Land use plan recommendations



## East and West Area Land Use Plan Recommendations for SNIA Designations

Prior to amending the Zoning Ordinance on December 5, 2022, SNIA requests were considered by the Board of Commissioners through an “administrative” review process perceived as “first come, first served”. The county recognized a need for appropriate ordinance standards, land use plan guidance, and a legislative hearing process to evaluate allocation requests for use of this density “resource”. SNIA designation provides a substantial benefit to property owners and developers within Water Supply Watershed Overlay (WSO) areas through significantly increased built-upon area allowances for non-residential use.

The following recommendations are intended as guiding principles for both a prospective applicant requesting a SNIA and the Planning Board / Board of Commissioners for evaluating a request. Non-compliance with a single criterion should not be interpreted as “in opposition” to the land use plan, rather the collective plan guidance should be applied. Development not recommended to receive SNIA designation based on the guidance herein should consider other options for density compliance identified in the Zoning Ordinance.

### General Recommendations

- Due to the available acreage difference for SNIA allocation and anticipated development pressure within each watershed area, the following table denotes a general recommendation for the maximum acreage removal for an SNIA request on a single parcel:

<b>Water Supply Classification</b>	<b>Watershed Name</b>	<b>Removal Acreage</b>
WS-II BW	Back Creek / Sloans Creek	3 AC
WS-II BW	Coddle Creek	2 AC
WS-II BW	Dutch Buffalo Creek	2 AC
WS-II BW	North Branch	1 AC
WS-III BW	Irish Buffalo Creek	1 AC
WS-IV PA	Coldwater Creek	1 AC
WS-IV PA	Flat Rock Branch	1 AC
WS-IV PA	South Yadkin River	3 AC
WS-IV PA	Tuckertown Reservoir	5 AC
WS-IV PA	Yadkin River	5 AC

- Developments that propose an increase in tax base and / or job creation reasonably proportionate to the requested acreage are generally encouraged.
- Requests that will remove a significant acreage in either A or B below are not encouraged:

- a) Propose use of a small percentage over the low-density limit (e.g. 20% proposed built-upon area in a 12% WSII-BW) for an undeveloped parcel or
- b) Propose a small built-upon area expansion to a parcel developed prior to WSO designation where the expansion will exceed the low-density option causing a disproportionate amount of acreage being removed (e.g. removing a 3 acre parcel to permit a 2,000 sq.ft. building expansion).

Requests that meet either a) or b) should consider reducing the proposed built-upon area or other site plan detail changes to comply with low density standards; use gravel not considered “built-upon area” by definition (when appropriate).

- Allocations to Rural Home Occupations (RHO) are generally not preferred.
- Applications on properties used for a public purpose, semi-public use (e.g. churches, civic organizations, etc.), and small-scale utility equipment sites referenced in 21-277(b) are generally encouraged but the merits will be evaluated on an individual basis.
- Comply with all other land use plan recommendations for the proposed use and specific area.
- When considering a request, any identified capital improvement plan / potential need on public property within the watershed area, which may warrant SNIA designation, should be noted and set aside for future allocation needs.
- Consider each request in comparison with undeveloped commercial or industrial zoned acreage, which may be conducive to a future SNIA request.

#### Areas West of I-85

- Allocations within Community / Regional nodes within WS II areas are encouraged and may exceed the general recommendation for maximum acreage for removal assuming the use complies with all other plan recommendations.
- Designations within existing Commercial / Industrial Parks within a WS II area established prior to 2022 are encouraged.

#### Areas East of I-85

- Allocations within Community nodes are encouraged and may exceed the general recommendation for maximum acreage for removal assuming the use complies with all other plan recommendations.
- Requests that support retail / service needs for High Rock Lake may exceed the general recommendation for maximum acreage for removal assuming the use complies with all other plan recommendations.



# Rowan County Watersheds

## LEGEND

### Watershed

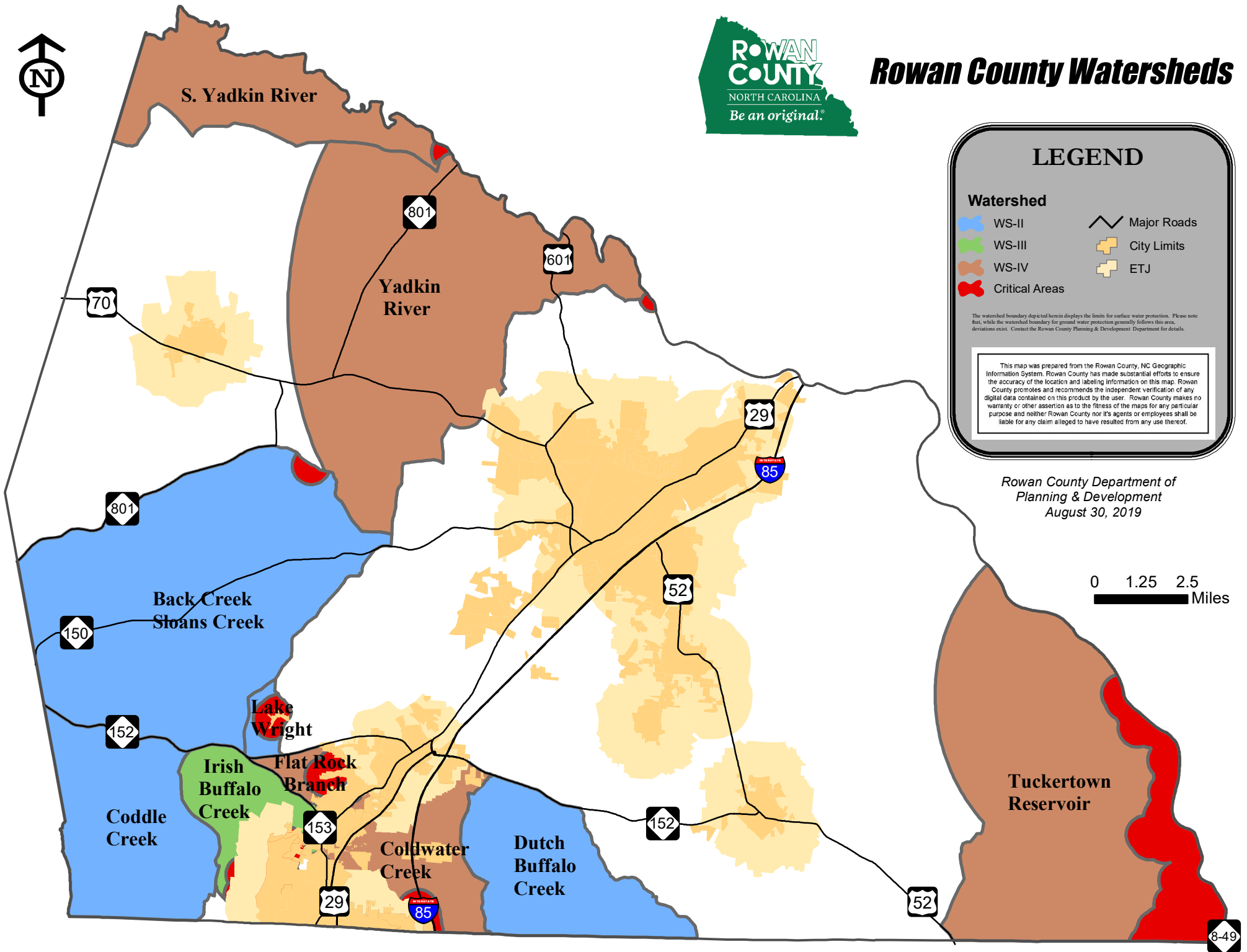
- WS-II
- WS-III
- WS-IV
- Critical Areas
- Major Roads
- City Limits
- ETJ

The watershed boundary depicted herein displays the limits for surface water protection. Please note that, while the watershed boundary for ground water protection generally follows this area, deviations exist. Contact the Rowan County Planning & Development Department for details.

This map was prepared from the Rowan County, NC Geographic Information System. Rowan County has made substantial efforts to ensure the accuracy of the location and labeling information on this map. Rowan County promotes and recommends the independent verification of any digital data contained on this product by the user. Rowan County makes no warranty or other assertion as to the fitness of the maps for any particular purpose and neither Rowan County nor its agents or employees shall be liable for any claim alleged to have resulted from any use thereof.

Rowan County Department of  
Planning & Development  
August 30, 2019

0 1.25 2.5  
Miles



<b>Watershed Name</b>	<b>Classification</b>	<b>AC in Watershed</b>	<b>10%</b>	<b>Acreage removed for SNIA</b>	<b>Remaining Available Acreage</b>	<b>% Removed from Total Watershed Acreage</b>	<b>Parcels Removed</b>
Back / Sloans Creek	WS II BW	32,126	3,212.60	66.89	3,145.71	0.21%	11
Coddle Creek	WS II BW	11,947	1,194.70	162.63	1,032.07	1.36%	90
Dutch Buffalo Creek	WS II BW	10,144.63	1,014.46	25.89	988.57	0.26%	6
North Branch Lake Wright	WS II BW	607.78	60.78	0	60.78	0.00%	0
Irish Buffalo Creek (Kannapolis Lake)	WS III BW	3,662.35	366.24	2.71	363.53	0.07%	1
Coldwater Creek (Lake Fisher)	WS IV PA	2,813.76	281.38	7.87	273.51	0.28%	2
Coldwater Creek (Lake Concord) *	WS IV PA	0					
Flat Rock Branch	WS IV PA	551.89	55.19	5.05	50.14	0.92%	3
South Yadkin River	WS IV PA	9,909.80	990.98	0	990.98	0.00%	0
Tuckertown Reservoir	WS IV PA	25,072	2,507.20	0	2,507.20	0.00%	0
Yadkin River	WS IV PA	33,847.69	3,384.77	33.87	3,350.90	0.10%	6

\* All acreage located in Kannapolis jurisdiction

**ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Aaron Poplin  
**DATE:** 11/23/2022  
**SUBJECT:** Public Hearing for ZTA 04-22

---

**ZTA 04-22** is a text amendment proposed by Planning Staff to add provisions to the Subdivision and Zoning Ordinances to allow for "Density Averaging."

Density Averaging is a process that allows for two non-contiguous properties to be treated as a single contiguous property for the purposes of compliance with the local water supply watershed program.

- Receive Staff Report
- Conduct Public Hearing
- Motion to adopt statement of Consistency
- Approve/Deny/Table ZTA 04-22

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Report	11/23/2022	Cover Memo



Rowan County Department of Planning & Development

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

Phone: (704) 216-8588

www.rowancountync.gov/planning

**MEMORANDUM**

TO: Rowan County Board of Commissioners  
FROM: Aaron Poplin, Planner  
DATE: November 22, 2022  
RE: **ZTA 04-22 Density Averaging**

**SUGGESTED BOARD ACTION**

- Receive staff report
- Conduct Public Hearing
- Motion to adopt statement of Consistency
- Approve/ Deny/ Table **ZTA 04-22**

**BACKGROUND**

In 1992 the State of North Carolina began requiring all local governments having land use jurisdiction within a water supply watershed adopt and implement water supply watershed protection ordinances. Rowan County adopted a water supply watershed protection ordinance in 1994 and incorporated it into the Zoning ordinance when county wide zoning was adopted in 1998. In 2012 the General Assembly adopted SB 229 which added a provision to the statute regulating watershed protection that requires jurisdictions to allow for two noncontiguous properties to be treated as a single contiguous property for the purposes of compliance with local water supply watershed programs.

Currently the County has two options in our Zoning ordinance to increase the built-upon area of a project over the low-density standards. The special non-residential intensity allocation (SNIA) permit is an option that allows projects to increase built upon area above the low-density standard up to 70% of the lot. The other option being the High-Density option which allows up to 50% built upon area in WS-IV-CA and 70% built upon area in WS-IV-PA. The County has not had any developers seeking to use Density Averaging to increase the built-upon area of projects, but other jurisdictions outside the county have seen developer interest. Staff is proposing the following text amendment to the Zoning and Subdivision ordinances to give the County a process to review Density Averaging requests, and to create development requirements to ensure that Density Averaging projects both meet the requirements of state statute and are consistent with the

planning goals set forth by the County.

Staff Comments

### PROPOSED CHANGES

The proposed changes are to both the Zoning Ordinance and the Subdivision Ordinance. The changes in the zoning ordinances are in the following sections:

1. Sec. 21-4 Definitions.
  - Definitions were added for Density Averaging, Donating Property, and Receiving Property.
2. 21-33 Overlay Districts
  - Added a new section 21-33(2)(f)(4)
  - Lays out purpose and intent along with the eligibility requirements to use Density Averaging.
3. 21-311 Board of Commissioners
  - Establishes the Board of Commissioners as the Watershed Review Board.
4. 21-318 Density Averaging Permit Application
  - Establishes a new section of the Zoning Ordinance sec 21-318.
  - Lays out the process for applying for a Density Averaging Permit.
5. 22-59 Certifications and notations on plats
  - Adds a new certificate that will need to be on all final plats with a Donating or Receiving Property.

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

## Sec. 21-4. Definitions

**Density Averaging means a process involving two (2) non-contiguous tracts of land, referred to as “Donating Property” and “Receiving Property”, which are located in the same water supply watershed within Rowan County and are used to aggregate all or a portion of a tract’s allowable built upon area or density to achieve compliance with the respective watershed’s built-upon limits. Density averaging requests are subject to standards specified in section 21-33(2)(f)(4) and review process in 21-318.**

**Donating Property means a tract of land that is and will remain in a perpetual, undeveloped and vegetative or**

**natural state aggregated with a Receiving Property to comply with water supply watershed built-upon limits**

**Receiving Property means a project on a tract of land that has been allowed to exceed built-upon limits of section 21-33(2)(d) when it is paired with a Donating Property, which contains sufficient acreage or square footage to collectively comply with the water supply watershed built-upon limits for that respective water supply watershed.**

## **Sec. 21-33(2)(f) Options in Density Compliance**

### **4. Density Averaging**

#### **a. Purpose and Intent**

- 1. Purpose. Density Averaging provides non-residential developments in watershed overlay districts the option to aggregate density between two non-contiguous properties for the purpose of compliance with the water supply watershed development standards of 21-33(2)(d). This process involves the allowable built upon area of a donating property being transferred to a receiving property to comply with the built-upon limits for the respective water supply watershed.**
- 2. Intent. Density Averaging is intended as an alternative method of compliance for built-upon limits within the subject parcel boundary, stormwater control measures with High Density standards, or SNIA applications for non-residential development.**

- #### **b. Eligibility. An applicant may average development density between two non-contiguous properties (i.e. one (1) Donating Property and one (1) Receiving Property) for purposes of achieving compliance with the water supply watershed development standards if all of the following circumstances exist:**

- 1. The properties are within the same water supply watershed, located entirely within**

Staff Comments

Section 21-33(2)(f) is a reorganization of the existing watershed overlay district provisions.

Most of the eligibility requirements were pulled from either the model ordinance or from state statute.



**Rowan County's Zoning Jurisdiction. Properties located in the critical area of the watershed are not eligible to be a Receiving Property but may be used as the Donating Property for projects outside the critical area.**

- 2. Overall project density on the collective Receiving and donating Property meets applicable built-upon area requirements (existing and proposed) as prescribed in section 21-33(2)(d). Built-upon area received from the critical area of the watershed is still subject to the requirements of the critical area. Built-upon area calculations from both properties including any remaining balance of the Donating Property shall be provided.**
- 3. The Donating Property must be an existing or proposed tract of land having sufficient acreage or square footage to offset all, or requisite portion of the built-upon area on the Receiving Property. If the Donating Property will be a new tract and it is not exempt under sec. 22-6, the new tract must meet all lot requirements except for road frontage. At a minimum, access shall be sufficient to provide vehicular access for tract maintenance.**
- 4. The Donating Property will remain in a perpetually undeveloped and vegetated or natural state and will be managed by one of the following means:
  - a. Conveyed and accepted by a local government as a public park or greenway;**
  - b. Placed under a conservation easement or farmland preservation easement; or**
  - c. Recorded plat and deed restriction;****Applicants have the burden of demonstration to the Board of Commissioners their proposal will ensure perpetual compliance with this chapter.****

Staff Comments

The location requirements would prevent any municipality from utilizing Density Averaging and keep this provision exclusively for County development.

State statute allows for Donating Properties to be easements. (b)(3) is a higher standard that would require the donating property to be its own deeded property. This is to improve the County's record keeping, and to help keep the restrictions from being lost in the chain of title.

5. The following areas shall not be eligible for use as the Donating Property:
  - a. Any area within a floodway or non-encroachment area as identified on the Rowan County Flood Insurance Rate Maps.

- b. Any dedicated or observed road easement or right of way.
  - c. Any dedicated utility easement or right of way.
  - d. Any railroad right of way
  - e. Any area within a stream buffer as required by section 21-213(h).
  - f. Any area identified as a wetland.
  - g. Any septic drain fields identified by the Rowan County Environmental Health Department.
  - h. Any area within an existing conservation easement.
6. Properties that have received a SNIA permit, utilize the High-Density standards from section 21-33(2), or have received a watershed variance are not eligible for Density Averaging.
  7. The proposed development is a non-residential use.
  8. Both the Receiving Property and the Donating Property can be in joint or separate ownership so long as all other requirements of this section are met.
  9. Development permitted under density averaging and meeting applicable low-density requirements shall transport stormwater runoff by vegetated conveyances to the maximum extent practicable as certified by a North Carolina Professional Engineer.
  10. Built upon areas are designed and located to minimize stormwater runoff impact to the receiving waters, minimize concentrated stormwater flow, maximize the use of sheet flow through vegetated areas, and maximize the flow length through vegetated areas as certified by a North Carolina Professional Engineer.
  11. Vegetated setbacks on both properties meet the minimum requirements of 21-213(h)
- c. Application. Projects that meet the eligibility requirements in section 21-33(2)(f)(4) may

**Staff Comments**

(b)(5) prevents areas that would not normally be developed from being used as a Donating Property. State statute requires either the Watershed Review Board or the Board of Adjustment to approve Density Averaging.

Restricting Density Averaging to non-residential uses is a higher standard. Residential subdivisions have a similar provision to increase density using Custer Subdivisions.

**submit a Density Averaging permit application for consideration by the Board of Commissioners subject to the process outlined in section 21-318 of this chapter.**

## Section 21-311. Board of Commissioners

**(8) Function as the Watershed Review Board regarding decisions related to Special Non-Residential Intensity Allocation (SNIA) permits, High Density development permits, Variance from Watershed Overlay (WSO) standards and Density Averaging requests.**

### **Sec. 21-318. Density Averaging permit application**

- 1. A Density Averaging permit shall be required for any project that averages the density of two non-contiguous properties for the purpose of compliance with the development requirements set forth in sec. 21-33(2).**
- 2. An application for a Density Averaging permit shall be made on the proper form and submitted to the Planning Department with the following information:**
  - a. Documentation demonstrating how the Receiving Property will comply with section 21-33(2)(f)(4)(b)**
  - b. Existing plats and deeds.**
  - c. Draft plat(s).**
  - d. Metes & Bounds description(s) of the Donating Property, intended for recordation.**
  - e. Site Plan.**
- 3. The Planning Department shall review the application and, if deemed complete, submit a recommendation to the Board of Commissioners to schedule a quasi-judicial hearing regarding the application. Notice and quasi-judicial hearings shall be as provided in section 21-315. Prior to any**

#### Staff Comments

The review process is similar to the special use permit process. The notification requirements would be for both the Donating and Receiving properties.

**decision to approve or deny the application the Board shall make the following findings:**

- a. The participating parcels as a whole conform to the intent and requirements of sec. 21-33(2);**
  - b. The proposed application and supporting documents assure the Donating Property will perpetually remain in an undeveloped, vegetative or natural state; and**
  - c. The proposed development on the Receiving Property is consistent with the zoning district which it is located and in general conformity with any adopted county plans.**
- 4. The Board shall take action as prescribed in section 21-58(g).**
- a. If the Board approves the application, the Planning Department shall issue a Density Averaging permit.**
  - b. If the Board approves the application, such approval shall be indicated on the site plan, deed and plat required to ensure the Donating Property remains perpetually undeveloped, the Receiving Property complies with built-upon area limitations, and overall project complies the intent of Density Averaging.**
  - c. If the Board disapproves the application, the reasons for such action shall be stated in the minutes of the Board and presented to the applicant in writing either by personal service or registered mail, return receipt requested. The applicant may make changes and submit a revised plan which shall be submitted, reviewed, and acted upon by the Board pursuant to the procedures in this section.**
- 5. If a Density Averaging permit has been approved by the Board of Commissioners, no change in the development proposal**

**authorized for participating parcels shall be made unless the permit is amended by the Board. The amendment process will follow the same procedure as required for the original issuance of the Density Averaging permit.**

Staff Comments

**Sec. 22-59.- Certifications and notations required on plats**

**This certificate shall appear on all final plats with a Donating or Receiving Property.**

**Density Averaging Certificate**

**This plat complies with the provisions of Density Averaging from section 21-33(2) of the Rowan County Zoning Ordinance and has received Density Averaging permit approval from the Rowan County Board of Commissioners.**

**Density Averaging Permit Number: \_\_\_\_\_**

**Approval date: \_\_\_\_\_**

**/s/\_\_\_**

**Subdivision Administrator**

**PLANNING BOARD MEEINTG**

The Planning Board conducted a courtesy hearing on Monday October 24<sup>th</sup> 2022. The Planning Board approved the amendment and offered the following

statement.

**Statements of Consistency and Reasonableness:**

ZTA 04-22 is reasonable, appropriate and necessary to meet the development needs of Rowan County not previously envisioned by the East and West Area Land Use Plans. Furthermore, the adoption of ZTA 04-22 is deemed an amendment to the East and West Area Land Use Plans. This text amendment will allow for the flexibility of applying impervious limitations across multiple parcels and reflects NC Senate bill 249 which became NC GS 143-214.5 as adjusted to exceed state requirements in keeping with the Rowan County Watershed Program.

**PROCEDURES**

The Board must develop a statement of consistency regarding the proposed zoning and subdivision ordinance amendments describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is

reasonable and in the public interest [sec. 21-362 (j)]. See enclosed form to assist in statement development.

**STAFF COMMENTS**

- Density Averaging is mandated by GS 143-214.5. Without specific adopted standards the County would need to follow the state required minimums.
- This text amendment has a few standards that exceed the state minimums. These higher standards are proposed to help the County stay in compliance with the Water Supply Watershed program.
- Other higher standards could be considered.
- It is important to consider that Donating Properties must remain in an undeveloped state in perpetuity. Density Averaging standards and Land Use Plan recommendations should take that fact into account.

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner, Finance Director  
**DATE:** 12/5/2022  
**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	11/30/2022	Cover Memo



# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: County Commissioners

FROM: Melissa J. Oleen, Library Director

EXPLANATION IN DETAIL: To increase the Rowan Public Library revenue & expense to agree with the increase in State Aid Grant Funding.

BUDGET INFORMATION:

Prepared by: Pam Nance  
Date: 11/15/2022

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Library State Aid Grant	R	1146110-434069	\$ 10,375.00	
Books	E	1156110-564010	\$ 10,375.00	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: <u>    X    </u>	Approved: _____	Budget Revision # <u>05-387</u>
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: 11/15/2022	Date: _____	Posted by: _____
Signature: <i>Melissa Oleen</i>	Signature: _____	Approved by: _____

**MEMORANDUM**

**To:** Rowan Public Library  
**From:** Lynda Reynolds, Acting Director of Library Development  
**Date:** November 14, 2022  
**Re:** 2022 - 2023 Aid to Public Libraries Fund - Estimated Total Payment

This memorandum is to inform you that Rowan Public Library will receive **\$190,616** from the Aid to Public Libraries Fund for FY2022-23. The total authorized allocation for distribution is **\$15,182,131** for public libraries qualifying to receive State Aid. If there is a change in the allocation, you will receive a notification of the change.

State Aid payments are distributed monthly and should be received no later than the fifteenth of each month. The following chart shows the payments already distributed from July 2022 through November 2022 and the adjusted payments to be distributed from December 2022 through June 2023. July through November 2023, you will see a reduction in your State Aid as the \$1 million that is being distributed December 2022 through June 2023 will no longer be available.

**Library Name:** Rowan Public Library

July 2022 Payment	Aug 2022 Payment	Sept 2022 Payment	Oct 2022 Payment	Nov 2022 Payment	Dec 2022 Payment
\$15,020	\$15,020	\$15,020	\$15,020	\$15,020	\$16,502

Jan 2023 Payment	Feb 2023 Payment	Mar 2023 Payment	Apr 2023 Payment	May 2023 Payment	June 2023 Payment
\$16,502	\$16,502	\$16,502	\$16,502	\$16,502	\$16,504

Next Page →

Roy Cooper, Governor  
D. Reid Wilson, Secretary  
Michelle Underhill, State Librarian  
Susan Forbes, Asst. State Librarian

**Physical Address**  
109 East Jones Street  
Raleigh, NC 27601  
(919)-814-6780

**Mailing Address**  
4640 Mail Service Center  
Raleigh, NC 27699-4600

**Nance, Pam**

---

**From:** Oleen, Melissa J  
**Sent:** Tuesday, November 15, 2022 12:06 PM  
**To:** Bumgarner, Anna R; Farrow-Bennett, Jody M; Bevis, Lisa F  
**Cc:** Nance, Pam; Kitalong-Will, Ann M  
**Subject:** FW: 2022-23 Aid to Public Libraries Fund- Estimated Total Payment  
**Attachments:** SA\_Final\_Payments\_Memo\_FY2223.docx

The attached memorandum from the state library confirms the library's Aid to Public Libraries funding for FY23 is \$190,616 and sets out monthly State Aid payments.

This is object 434069 - Library State Aid Grant in the library's FY23 budget.

Melissa

Melissa J. Oleen | Director  
Rowan Public Library  
201 West Fisher Street, Salisbury, NC 28144 [p] 704-216-8233 [f] 704-216-8237 [www.rowanpubliclibrary.org](http://www.rowanpubliclibrary.org)

Increased -

\$10,375.00

The fund herein provided shall be administered by the Department of Natural and Cultural Resources, which shall frame bylaws, rules and regulations for the allocation and administration of such funds. The funds shall be used to improve, stimulate, increase and equalize public library service to the people of the whole State, shall be used for no other purpose, except as herein provided, and shall be allocated among the legally established municipal, county or regional libraries in the State taking into consideration local needs, area and population to be served, local interest and such other factors as may affect the State program of public library. (NCGS, Chapter 125-7(c))

Block and per capita equalization grants may be used for library materials, salaries, equipment, and operating costs. (Administrative Code, Title 7, Chapter 2, Subchapter 2I, Section .0202)

Please contact me at [lynda.reynolds@ncdcr.gov](mailto:lynda.reynolds@ncdcr.gov) if you have any questions and/or would like to go over your individual State Aid calculations.

Please provide a copy of this memo to your Finance Officer and Auditor.






# BA-05-387 - BOC 12-05

Final Audit Report

2022-11-20

Created:	2022-11-17
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8YiS2z8CllpntE6k6o87zC8sWM3I2vsR

## "BA-05-387 - BOC 12-05" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2022-11-17 - 8:43:29 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2022-11-17 - 8:44:03 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2022-11-20 - 7:23:10 PM GMT - Time Source: server- IP address: 66.44.254.63- Located near: (0.0, 0.0)
-  Offline document events synchronized and recorded  
2022-11-20 - 7:23:12 PM GMT - Time Source: server- IP address: 66.44.254.63
-  Agreement completed.  
2022-11-20 - 7:23:12 PM GMT

# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

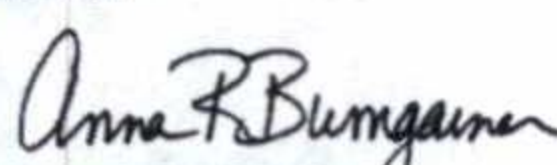
TO: BUDGET OFFICER

FROM: FINANCE

EXPLANATION IN DETAIL: To budget SCIF Facilities Roof interest from FY22 to the SCIF Project.

Prepared by: Lisa Bevis  
 Date: 11/21/22

BUDGET INFORMATION: Reviewed: \_\_\_\_\_

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Fund Balance Restricted	R	1144134-495010	764	
C/A Buildings SCIF	E	1154134-573000	764	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: <input checked="" type="checkbox"/>		Approved: _____	Budget Revision # <u>05-617</u>	
Disapproved: <input type="checkbox"/>		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: <u>Nov 22, 2022</u>		Date: _____	Posted by: _____	
Signature: 		Signature: _____	Approved by: _____	

# Account Inquiry [Rowan County]



Back Search Browse Output Print Display PDF Save Excel Word Email Schedule Attach Detail Months Seg F

Account

Fund	1010	...	GEN FD	Acct	1010-36-3610-3000-0000-0000-000-4-461026-		
Org	1143361	...	INTEREST	Acct name	INTERESET REV SCIF GRANT <span>Account Not</span>		
Object	461026	...	INT-SCIF-	Type	Revenue	Status	Active
Project		...		Rollup			
				Sub-Rollup			
				<input type="checkbox"/> MultiYr Fund			

[4 YEAR COMPARISON](#)  
 [HISTORY](#)  
 [4 YEAR GRAPH](#)  
 [HISTORY GRAPH](#)

Yr/Per 2023/05	Fiscal Year 2023		Fiscal Year 2022		Fiscal Year 2021		Fiscal Year 2024	
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)	-2,499.40		-763.90		.00		.00	
Encumbrances	.00		.00		.00		.00	
Requisitions	.00						.00	
Available	2,499.40		763.90		.00		.00	
Percent used	.00		.00		.00		.00	

Display detail information for current account.

# Account Inquiry [Rowan County]



Back Search Browse Output Print Display PDF Save Excel Word Email Schedule Attach Detail Months Seg F

Account

Fund	1010	...	GEN FD	Acct	1010-41-4134-4134-0000-0000-000-5-5730-00-		
Org	1154134	...	FACMGT EXP	Acct name	C/A - BUILDINGS <span>Account Not</span>		
Object	573000	...	C/A-BLDG	Type	Expense	Status	Active
Project		...		Rollup			
				Sub-Rollup			
				<input type="checkbox"/> MultiYr Fund			

[4 YEAR COMPARISON](#)  
 [GAAP W/CARRY FORWARD](#)  
 [HISTORY](#)  
 [4 YEAR GRAPH](#)  
 [HISTORY GRAPH](#)

Yr/Per 2023/05	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2024
Original Budget	750,000.00	83,000.00	.00	.00
Transfers In	36,501.00	750,000.00	.00	.00
Transfers Out	-250,001.00	-6,500.00	.00	.00
Revised Budget	536,500.00	826,500.00	.00	.00
Actual (Memo)	15,200.00	33,168.50	.00	.00
Encumbrances	469,600.00	.00	.00	.00
Requisitions	.00			.00
Available	51,700.00	793,331.50	.00	.00
Percent used	90.36	4.01	.00	.00

Display detail information for current account.







# BA-05-617 - BOC 12-05

Final Audit Report

2022-11-23

Created:	2022-11-22
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY6UW2WcQ2azt4rcHFs-jJVDwoon132bV

## "BA-05-617 - BOC 12-05" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2022-11-22 - 6:17:58 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2022-11-22 - 6:19:04 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2022-11-23 - 1:19:20 AM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.  
2022-11-23 - 1:19:20 AM GMT



Michael B <[Michael.Vestal@rowancountync.gov](mailto:Michael.Vestal@rowancountync.gov)>

**Subject:** FW: New Account Creation

Good afternoon. Once this account is created we need to do a BA to move \$ 35,700 from 1154134-573000-7030 to 1156110-573000-7030 please.

Purpose: This is the REI portion of the Library roof replacement that was not included in the federal money to replace the roof when process was done.

Please feel free to contact me if you have any questions or concerns.

Thanks,

Mitzi



NORTH CAROLINA

*Be an original.*

Mitzi O'Dell | Accountant II  
Rowan County Finance Department  
130 W. Innes Street, Salisbury, NC 28144  
[p] 704-216-8109  
[www.rowancountync.gov](http://www.rowancountync.gov)

**From:** Odell, Mitzi C

**Sent:** Monday, November 7, 2022 5:08 PM

**To:** Vestal, Michael B <[Michael.Vestal@rowancountync.gov](mailto:Michael.Vestal@rowancountync.gov)>

**Cc:** Bevis, Lisa F <[lisa.bevis@rowancountync.gov](mailto:lisa.bevis@rowancountync.gov)>; Bumgarner, Anna R <[Anna.Bumgarner@rowancountync.gov](mailto:Anna.Bumgarner@rowancountync.gov)>

**Subject:** New Account Creation

Good afternoon Mike. Can you please set up account 1156110-573000-7030 for C/A – Buildings for the library for me? Please let me know when this expense account is created so I can enter a contract to this account.

Please let me know if you have any questions or concerns.

Thanks,

Mitzi



NORTH CAROLINA

*Be an original.*

Mitzi O'Dell | Accountant II  
Rowan County Finance Department  
130 W. Innes Street, Salisbury, NC 28144  
[p] 704-216-8109  
[www.rowancountync.gov](http://www.rowancountync.gov)



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Detail Months Seg Find Totals Project Strings User Defined Fields

Account

Fund	1010	...	GEN FD	Acct	1010-41-4134-4134-0000-0000-000-5-573000-7030		
Org	1154134	...	FACMGT EXP	Acct name	C/A - BLDG		
Object	573000	...	C/A-BLDG	Type	Expense	Status	Active
Project	7030	...	ARPA REVENUE REPLACER	Rollup	...	<input type="checkbox"/>	
				Sub-Rollup	...	<input type="checkbox"/>	
				MultiYr Fund			

Account Notes

[4 YEAR COMPARISON](#)
[GAAP W/CARRY FORWARD](#)
[HISTORY](#)
[4 YEAR GRAPH](#)
[HISTORY GRAPH](#)

Yr/Per 2023/05	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2024
Original Budget	.00	.00	.00	.00
Transfers In	250,000.00	.00	.00	.00
Transfers Out	-44,733.00	.00	.00	.00
Revised Budget	205,267.00	.00	.00	.00
Actual (Memo)	.00	.00	.00	.00
Encumbrances	88,600.00	.00	.00	.00
Requisitions	.00			.00
Available	116,667.00	.00	.00	.00
Percent used	43.16	.00	.00	.00



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🖨️ Print
📄 Display
📄 PDF
💾 Save
📄 Excel
📄 Word
✉️ Email
🕒 Schedule
📎 (0) Attach

Detail
Months
S Seg Find
Totals
Project Strings
User Defined Fields

Account

Fund	1010	...	GEN FD	Acct	1010-61-6100-6100-6110-0000-000-5-573000-7030		
Org	1156110	...	LIBRY EXP	Acct name	C/A - BLDG		
Object	573000	...	C/A-BLDG	Type	Expense	Status	Active
Project	7030	...	ARPA REVENUE REPLAC	Rollup	...	<input type="checkbox"/>	
				Sub-Rollup	...	<input type="checkbox"/>	
				MultiYr Fund			

Account Notes

- 4 YEAR COMPARISON
- GAAP W/CARRY FORWARD
- HISTORY
- 4 YEAR GRAPH
- HISTORY GRAPH

Yr/Per 2023/05	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2024
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)	.00	.00	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	.00	.00	.00	.00
Percent used	.00	.00	.00	.00





# BA-05-633 - BOC 12-05

Final Audit Report

2022-11-23

Created:	2022-11-22
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARLRFnGOM8oJNDJec6K9CaC_V6jCFBHni

## "BA-05-633 - BOC 12-05" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2022-11-22 - 8:21:31 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2022-11-22 - 8:22:45 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2022-11-23 - 1:21:23 AM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.  
2022-11-23 - 1:21:23 AM GMT



# Account Inquiry [Rowan County]



Back Search Browse Output Print Display PDF Save Excel Word Email Schedule Attach <sup>(0)</sup> Detail Months Seg F

Account

Fund	6030	...	AIRPORT FD	Acct	6030-45-4500-4540-4550-0000-000-4-461026-		
Org	6344550	...	APGRNT REV	Acct name	INTERESET REV SCIF GRANT <input type="checkbox"/> Account No		
Object	461026	...	INT-SCIF-	Type	Revenue	Status	Active
Project		...	<input type="checkbox"/>	Rollup	<input type="checkbox"/>		
				Sub-Rollup	<input type="checkbox"/>		
				<input type="checkbox"/> MultiYr Fund			

[4 YEAR COMPARISON](#)  
 [HISTORY](#)  
 [4 YEAR GRAPH](#)  
 [HISTORY GRAPH](#)

Yr/Per 2023/05	Fiscal Year 2023		Fiscal Year 2022		Fiscal Year 2021		Fiscal Year 2024	
Original Budget	.00	<input type="checkbox"/>	.00	<input type="checkbox"/>	.00	<input type="checkbox"/>	.00	<input type="checkbox"/>
Transfers In	.00	<input type="checkbox"/>	.00	<input type="checkbox"/>	.00	<input type="checkbox"/>	.00	<input type="checkbox"/>
Transfers Out	.00	<input type="checkbox"/>	.00	<input type="checkbox"/>	.00	<input type="checkbox"/>	.00	<input type="checkbox"/>
Revised Budget	.00		.00		.00		.00	
Actual (Memo)	-25,538.26	<input type="checkbox"/>	-3,949.03	<input type="checkbox"/>	.00	<input type="checkbox"/>	.00	<input type="checkbox"/>
Encumbrances	.00	<input type="checkbox"/>	.00	<input type="checkbox"/>	.00	<input type="checkbox"/>	.00	<input type="checkbox"/>
Requisitions	.00	<input type="checkbox"/>					.00	<input type="checkbox"/>
Available	25,538.26		3,949.03		.00		.00	
Percent used	.00		.00		.00		.00	

Display detail information for current account.







# BA-05-646 - BOC 12-05

Final Audit Report

2022-11-23

Created:	2022-11-22
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoXIVRwLLojPeOPjks0ePDea6LW2DBqql

## "BA-05-646 - BOC 12-05" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2022-11-22 - 9:24:10 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2022-11-22 - 9:25:10 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2022-11-23 - 1:23:58 AM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.  
2022-11-23 - 1:23:58 AM GMT



SS Admin  
 33018-5316-434091-000  
 CC Dev Admin  
 5316-431051-000

10/22/21 Fund Allocation Sheet 10/22/21

County	Final Non-Smart Start Initial 8/1/2022			Smart Start Initial 8/1/2022			Combined Initial 8/1/2022			Non-Smart Start Adjustment 9/1/2022			Revised Non-Smart Start Totals 9/1/2022			Revised Smart Start 9/1/2022			Revised Combined Allocations 9/1/2022			
	Initial Non SS Direct Serv Allocation	Initial Non SS Serv Support Allocation	Total Non SS Allocation	SS Direct Services	SS Services Support	Total SS Allocation	Combined Direct Services	Combined Services Support	Total Combined Allocation	Non SS Direct Serv Allocation	Non SS Serv Support Allocation	Non SS Fraud Detection	Total Non SS Adjustment	Revised Non SS Direct Services	Revised Non SS Serv Support	Revised Non SS Total	Revised SS Direct Service	Revised SS Serv Support	Revised SS Total	Combined Direct Services	Combined Services Support	Total Combined Allocation
Albion	5,423,787	107,658	5,531,445	766,443	65,879	832,322	10,190,255	459,536	10,649,791	38,331	38,331	38,331	38,331	3,461,318	332,588	3,793,906	746,468	56,178	802,646	10,228,286	454,536	10,682,822
Alexandria	881,443	20,099	901,542	204,795	5,000	210,795	1,131,298	88,000	1,220,298	12,855	12,855	12,855	12,855	794,259	80,000	874,259	204,795	6,300	211,095	1,204,064	68,000	1,272,064
Anniston	1,183,869	80,000	1,263,869	195,879		195,879	186,478	1,253,742	200,000	1,453,742			1,453,742	1,453,742	80,000	1,533,742	195,879		195,879	1,533,742	195,879	1,729,621
Ashe	1,091,192	80,000	1,171,192	142,550		142,550	1,078,247	80,000	1,158,247				1,158,247	1,158,247	80,000	1,238,247	142,550		142,550	1,238,247	142,550	1,380,797
Avery	1,548,940	80,000	1,628,940	300,000		300,000	1,448,940	80,000	1,528,940				1,528,940	1,528,940	80,000	1,608,940	300,000		300,000	1,608,940	300,000	1,908,940
Bartow	3,703,738	154,322	3,858,060	747,050		747,050	3,760,793	154,322	3,915,115				3,915,115	3,915,115	154,322	4,069,437	747,050		747,050	4,069,437	747,050	4,816,487
Bates	5,227,501	80,000	5,307,501	1,000,000		1,000,000	4,307,501	80,000	4,387,501				4,387,501	4,387,501	80,000	4,467,501	1,000,000		1,000,000	4,467,501	1,000,000	5,467,501
Bladen	1,255,954	80,000	1,335,954	188,551		188,551	1,147,403	80,000	1,227,403				1,227,403	1,227,403	80,000	1,307,403	188,551		188,551	1,307,403	188,551	1,495,954
Blount	4,744,992	107,671	4,852,663	519,681		519,681	4,332,982	107,671	4,440,653				4,440,653	4,440,653	107,671	4,548,324	519,681		519,681	4,548,324	519,681	5,068,005
Bolton	10,540,544	429,144	10,969,688	344,717		344,717	11,014,371	429,144	11,443,515				11,443,515	11,443,515	429,144	11,872,659	344,717		344,717	11,872,659	344,717	12,217,376
Bourbon	3,807,136	158,431	3,965,567	500,000		500,000	3,465,567	158,431	3,624,000				3,624,000	3,624,000	158,431	3,782,431	500,000		500,000	3,782,431	500,000	4,282,431
Camden	6,917,124	299,497	7,216,621	600,000		600,000	6,616,621	299,497	6,916,118				6,916,118	6,916,118	299,497	7,215,615	600,000		600,000	7,215,615	600,000	7,815,615
Caldwell	2,496,000	112,548	2,608,548	625,348		625,348	2,033,200	112,548	2,145,748				2,145,748	2,145,748	112,548	2,258,296	625,348		625,348	2,258,296	625,348	2,883,644
Campan	91,300	80,000	171,300	103,875		103,875	87,425	80,000	167,425				167,425	167,425	80,000	247,425	103,875		103,875	247,425	103,875	351,300
Carroll	1,672,624	80,000	1,752,624	400,000		400,000	1,352,624	80,000	1,432,624				1,432,624	1,432,624	80,000	1,512,624	400,000		400,000	1,512,624	400,000	1,912,624
Catawba	715,193	80,000	795,193	103,875		103,875	691,318	80,000	771,318				771,318	771,318	80,000	851,318	103,875		103,875	851,318	103,875	955,193
Catawba	5,967,105	248,550	6,215,655	896,283		896,283	5,319,372	248,550	5,567,922				5,567,922	5,567,922	248,550	5,816,472	896,283		896,283	5,816,472	896,283	6,712,755
Chatham	2,437,730	101,522	2,539,252	331,224		331,224	2,208,028	101,522	2,309,550				2,309,550	2,309,550	101,522	2,411,072	331,224		331,224	2,411,072	331,224	2,742,296
Cherokee	1,331,772	80,000	1,411,772	280,000		280,000	1,131,772	80,000	1,211,772				1,211,772	1,211,772	80,000	1,291,772	280,000		280,000	1,291,772	280,000	1,571,772
Cherokee	452,997	80,000	532,997	140,000		140,000	392,997	80,000	472,997				472,997	472,997	80,000	552,997	140,000		140,000	552,997	140,000	692,997
City	3,241,990	80,000	3,321,990	93,000		93,000	3,228,990	80,000	3,308,990				3,308,990	3,308,990	80,000	3,388,990	93,000		93,000	3,388,990	93,000	3,481,990
Clarendon	1,983,528	144,717	2,128,245	575,567		575,567	1,552,678	144,717	1,697,395				1,697,395	1,697,395	144,717	1,842,112	575,567		575,567	1,842,112	575,567	2,417,679
Clay	2,287,237	107,671	2,394,908	314,664		314,664	2,080,244	107,671	2,187,915				2,187,915	2,187,915	107,671	2,295,586	314,664		314,664	2,295,586	314,664	2,610,250
Columb	4,812,200	200,000	5,012,200	518,297		518,297	4,493,903	200,000	4,693,903				4,693,903	4,693,903	200,000	4,893,903	518,297		518,297	4,893,903	518,297	5,412,200
Columbia	20,075,753	855,138	20,930,891	2,230,113		2,230,113	18,700,778	855,138	19,555,916				19,555,916	19,555,916	855,138	20,411,054	2,230,113		2,230,113	20,411,054	2,230,113	22,641,167
Crowley	1,202,267	80,000	1,282,267	170,521		170,521	1,111,746	80,000	1,191,746				1,191,746	1,191,746	80,000	1,271,746	170,521		170,521	1,271,746	170,521	1,442,267
Dalton	6,404,279	271,220	6,675,499	1,048,499		1,048,499	5,626,999	271,220	5,898,219				5,898,219	5,898,219	271,220	6,169,439	1,048,499		1,048,499	6,169,439	1,048,499	7,217,938
Davie	1,338,140	80,000	1,418,140	168,000		168,000	1,250,140	80,000	1,330,140				1,330,140	1,330,140	80,000	1,410,140	168,000		168,000	1,410,140	168,000	1,578,140
Dixie	1,334,438	138,335	1,472,773	374,438		374,438	1,098,335	138,335	1,236,670				1,236,670	1,236,670	138,335	1,375,005	374,438		374,438	1,375,005	374,438	1,749,443
Durham	25,093,193	1,046,483	26,139,676	2,666,613		2,666,613	23,473,063	1,046,483	24,519,546				24,519,546	24,519,546	1,046,483	25,566,029	2,666,613		2,666,613	25,566,029	2,666,613	28,232,642
Forsyth	1,404,919	142,012	1,546,931	340,019		340,019	1,206,912	142,012	1,348,924				1,348,924	1,348,924	142,012	1,490,936	340,019		340,019	1,490,936	340,019	1,830,955
Gaston	1,261,121	145,144	1,406,265	190,728		190,728	1,215,537	145,144	1,360,681				1,360,681	1,360,681	145,144	1,505,825	190,728		190,728	1,505,825	190,728	1,696,553
Greene	5,462,788	197,420	5,660,208	1,039,285		1,039,285	4,620,923	197,420	4,818,343				4,818,343	4,818,343	197,420	5,015,763	1,039,285		1,039,285	5,015,763	1,039,285	6,055,048
Graham	108,205	80,000	188,205	78,336		78,336	110,000	80,000	190,000				190,000	190,000	80,000	270,000	78,336		78,336	270,000	78,336	348,336
Graham	347,831	80,000	427,831	55,000		55,000	372,831	80,000	452,831				452,831	452,831	80,000	532,831	55,000		55,000	532,831	55,000	587,831
Guilford	2,295,107	35,529	2,330,636	160,744		160,744	2,169,892	35,529	2,205,421				2,205,421	2,205,421	35,529	2,240,950	160,744		160,744	2,240,950	160,744	2,401,694
Guilford	1,139,782	80,000	1,219,782	157,782		157,782	1,062,000	80,000	1,142,000				1,142,000	1,142,000	80,000	1,222,000	157,782		157,782	1,222,000	157,782	1,379,782
Hamilton	34,798,242	1,449,917	36,248,159	2,149,877		2,149,877	34,098,282	1,449,917	35,548,199				35,548,199	35,548,199	1,449,917	37,000,116	2,149,877		2,149,877	37,000,116	2,149,877	39,149,993
Hatteras	2,087,946	80,000	2,167,946	418,000		418,000	1,749,946	80,000	1,829,946				1,829,946	1,829,946	80,000	1,909,946	418,000		418,000	1,909,946	418,000	2,327,946
Henderson	4,945,036	193,242	5,138,278	718,000		718,000	4,420,278	193,242	4,613,520				4,613,520	4,613,520	193,242	4,806,762	718,000		718,000	4,806,762	718,000	5,524,762
Haywood	7,932,134	120,514	8,052,648	328,000		328,000	7,724,648	120,514	7,845,162				7,845,162	7,845,162	120,514	7,965,676	328,000		328,000	7,965,676	328,000	8,293,676
Henderson	3,434,471	143,153	3,577,624	517,576		517,576	3,060,048	143,153	3,203,201				3,203,201	3,203,201	143,153	3,346,354	517,576		517,576	3,346,354	517,576	3,863,930
Henderson	1,540,409	100,720	1,641,129	172,																		



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- Attach

Project string detail

▲ Project *	33018	...	DSS BUDGET w/Project Ledger Accts	Description
▲ Program *	5316	...	Child Day Care	
▲ Object *	434091	...	SMART START ADMIN	Justification
Frequency *	000	...	Non-Reportable	

Name *	SMART START ADMIN	Projected date range
Short Name *	SS ADMIN	Actual date range
Status	Active ▼	Grant
		Budget Calc Method

PROJECT STRING BALANCES      REVENUE ALLOCATION      GL ACCOUNTS

	Project Year 2023	Project Year 2022	Project Year 2021
Original Budget	00	00	
Transfers - In	00	-24,000.00	-24
Transfers - Out	00	00	
Revised Budget	00	-24,000.00	-24
Actual (Memo)	00	-24,000.00	-24
Available	.00	.00	
Percent Used	0.00	100.00	

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Project string detail

▲ Project *	33018	...	DSS BUDGET w/Project Ledger Accts	Description
▲ Program *	5316	...	Child Day Care	
▲ Object *	431051	...	CHILD CARE DEV B G ADMIN	Justification
Frequency *	000	...	Non-Reportable	

Name *	CHILD CARE DEV B G ADMIN	Projected date range
Short Name *	CDC ADMIN	Actual date range
Status	Active ▼	Grant
		Budget Calc Method

PROJECT STRING BALANCES      REVENUE ALLOCATION      GL ACCOUNTS

	Project Year 2023	Project Year 2022	Project Year 2021
Original Budget	-204,942.00	-210,087.00	-216
Transfers - In	.00	.00	
Transfers - Out	.00	.00	6
Revised Budget	-204,942.00	-210,087.00	-210
Actual (Memo)	-166,536.41	-214,557.57	-208
Available	-38,405.59	4,470.57	-1
Percent Used	81.26	102.13	





# BA-05-722 - BOC 12-05

Final Audit Report

2022-11-30

Created:	2022-11-30
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6nuOUOjQ0G9LAI_0Rb0pCKot0knp4XJ

## "BA-05-722 - BOC 12-05" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2022-11-30 - 1:53:15 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2022-11-30 - 1:54:08 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2022-11-30 - 3:24:19 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.  
2022-11-30 - 3:24:19 PM GMT





**American Builders Construction Co.**

7042019932  
chrissides0@gmail.com

**ESTIMATE**

EST0016

**DATE**

10/21/2022

**TOTAL**

USD \$42,850.00

TO

**Rowan parks and rec c/o craig farmer**

DESCRIPTION	RATE	QTY	AMOUNT
Materials including new panels, strip boards, screws, drip edge, valley pans, caps, assorted trims, 11 rolls insulation	\$22,950.00	1	\$22,950.00
Labor to remove existing metal, install new 1 inch strip boards, trim work, and new panels colored ivy green	\$19,900.00	1	\$19,900.00
Workers compensation and general liability certificates available upon request	\$0.00	1	\$0.00
<b>TOTAL</b>			<b>USD \$42,850.00</b>

Thanks for your consideration  
Chris Sides

Vendor 13809

0.0  
Roof 42,850.000 +  
Gutters 3,900.000 +  
Total - 46,750.000 \*

**Farmer, Craige**

---

**From:** jason sapp <sappsguttering@gmail.com>  
**Sent:** Tuesday, October 25, 2022 9:14 PM  
**To:** Farmer, Craige  
**Subject:** 3541 Old Mocksville (Ellis Park) gutter estimate

**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.**

Remove all existing gutter on main building.  
Install 225' of 6" seamless gutter (any color) to main building.  
Hangers to be placed 22" apart for maximum strength.  
Install (9) 3" x 4" downspouts w/ extensions  
(2) corners  
(2) splash guards  
Install 225' of shur flo guard to all new gutters  
All labor & materials included.

Total = \$3900

We appreciate your interest in our company!

Jason Sapp  
Sapp's Guttering inc.  
P O Box 921  
Granite Quarry, NC 28072  
704-267-0679  
[sappsguttering@gmail.com](mailto:sappsguttering@gmail.com)

## Sharpless, Teresa F.

---

**From:** Bumgarner, Anna R  
**Sent:** Tuesday, November 15, 2022 8:23 PM  
**To:** Sharpless, Teresa F.  
**Subject:** FW: Question on Medical/Safekeeper Funds for Account #1154420-534025

**Follow Up Flag:** Follow up  
**Due By:** Thursday, November 17, 2022 8:00 AM  
**Flag Status:** Flagged

Lets look at this maybe Thursday.



Anna Bumgarner | Finance Director  
Rowan County Finance  
130 W. Innes Street, Salisbury, NC 28144  
[p] 704-216-8174 [c] 980-330-0157 [f] 704-216-8166  
[www.rowancountync.gov/675/Purchasing](http://www.rowancountync.gov/675/Purchasing)  
<https://www.rowancountync.gov/260/Finance>

**From:** Sifford, John <John.Sifford@rowancountync.gov>  
**Sent:** Tuesday, November 15, 2022 4:20 PM  
**To:** Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>  
**Cc:** Auten, Kevin <Kevin.Auten@rowancountync.gov>; Estep, Angella D <Angella.Estep@rowancountync.gov>  
**Subject:** Question on Medical/Safekeeper Funds for Account #1154420-534025

Hello Anna,

I wanted to check with you on the status of additional funding for Account # 1154420-534025 Medical/Safekeeper Fees Account which currently only has \$5,673.01 left for the remainder of this fiscal year. We are currently holding outstanding Safekeeper bills from Wellpath that total \$21,814.89 and are due for payment on 12-02-22.

I know we had the Zoom meeting with them last week to make sure we were all on the same page regarding the billing for Inmate Medical and for Medical/Safekeeper Fees, but I was not sure when more funds would be added to the account that we would pay these Safekeeper fees out of. As you know, funding will need to be in place until 6-30-23. We have heard from the DA's Office that a plea deal is pending for Inmate Jody Hall which has created tremendous cost in Safekeeper fees in this current fiscal year, and did so in last fiscal year. Hopefully, we will sending him to prison soon, but there will be additional cost in this account even after he is gone. Currently, we have around 325 Inmates, and we never know when one of them may have a significant medical event in which we are required to cover the cost.

Thanks for your assistance in this matter!!

John

Major John C. Sifford  
Rowan County Sheriff's Office  
Administrative and Support Services  
232 N. Main St.  
Salisbury, NC 28144  
(704)-216-8668

ORG	OBJECT	ACCOUNT DESCRIPTION	ORIGINAL ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REV	% COLL	BUDGET NEEDED
	534025	534025 MEDICAL/SAFEKEEPER FEES	355,263.00	149,589.99	25,248.76	5,673.01	98.4	209,425.99
1154420		1154420 DETENTION CTR EXPENSE	355,263.00	349,589.99	25,248.76	5,673.01	98.4	
		Expense Total	355,263.00	349,589.99	25,248.76	5,673.01	98.4	
		Grand Total	355,263.00	349,589.99	25,248.76	5,673.01	98.4	





# BA-05-743 - BOC 12-05

Final Audit Report

2022-11-30

Created:	2022-11-30
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI7Mspz_Lx7BtWLuJ1CMJleevx65OMgKX

## "BA-05-743 - BOC 12-05" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2022-11-30 - 4:19:21 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
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**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** November 29, 2022  
**SUBJECT:** Consider Approval of Board Appointments

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Board Appointments	11/29/2022	Cover Memo

**MONTHLY BOARD APPOINTMENTS**  
**December 5, 2022**  
**COMMISSION MEETING**

---

**AGRICULTURAL ADVISORY BOARD**

Morgan Mosher applied for a seat that will become vacant on January 1, 2023. If appointed the term will expire December 31, 2025.

**CABARRUS ROWAN URBAN METROPOLITAN PLANNING ORGANIZATION (CRMPO)**

Each year the North Carolina Department of Transportation (NCDOT) requires the MPO to supply a list of current Transportation Advisory Committee (TAC) members and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization.

The Commissioners are asked to consider the reappointment of the following members for 2023:

- Chairman Greg Edds as the TAC member and Vice-Chairman Jim Greene as the alternate.
- Planning Director Ed Muire as the TCC appointee and Assistant Planning Director Shane Stewart as the alternate.

**CLEVELAND VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONER**

Danny Gabriel applied for a seat that will become vacant on January 1, 2023. If appointed, Mr. Gabriel's term will expire December 31, 2024.

**TOWN OF GRANITE QUARRY ZONING BOARD OF ADJUSTMENT ETJ APPOINTMENT**

Shellie Stubbs applied to fill a vacancy on this board that will expire on July 31, 2025. The Board of Aldermen recommend Ms. Stubbs be approved for this seat.

**HEALTH BOARD**

- Commissioner Klusman fills the seat for a County Commissioner and she wishes to continue to serve in this role. If reappointed, the term would expire November 30, 2026.

Amy Wilson currently fills the Physician seat on the Board of Health and has applied for a second term. The appointment will be for three (3) years and expire on December 31, 2025.

**JUVENILE CRIME PREVENTION COUNCIL**

The following individuals statutorily serve on the JCPC by virtue of the positions they hold. The Board is asked to consider the reappointment of the following for two-year terms that will expire November 30, 2024:

- Commissioner Klusman
- District Attorney Brandy Cook
- District Court Judge James Randolph
- Scott Flowers, designee for Sheriff-Elect Travis Allen

Crystal Ryerson applied to fill a vacant seat for a member of the Business Community. If approved, the term would expire June 30, 2024.

### **LOCAL EMERGENCY PLANNING COMMITTEE**

Phillip Michael York applied for a vacant Public Safety-911 seat and Sam Morgan applied to fill a vacant State/Local Official seat.

### **PLANNING BOARD**

Four (4) seats will become vacant on January 1, 2023 and the following applications have been received:

- William "Biff" Yost
- Jerome B. Davis
- Corrie Hampton Connolly

If the above applicants are approved, their term will expire December 31, 2025.

### **TOURISM DEVELOPMENT AUTHORITY**

Commissioner Pierce fills the seat for a County Commissioner and wishes to continue to serve in this role. If reappointed, the term will expire November 30, 2024.

### **VOLUNTEER FIRE DEPARTMENTS RELIEF FUND BOARD OF TRUSTEES APPOINTMENTS**

In accordance with North Carolina General Statute § 58-84-30, the Board is asked to consider two (2) appointments for each volunteer fire department listed below. All appointments are for two (2) years beginning January 1, 2023, and expiring December 31, 2024. The applicants are as follows:

#### **ATWELL VOLUNTEER FIRE DEPARTMENT**

- Steve Garver - reappointment

#### **BOSTIAN HEIGHTS VOLUNTEER FIRE DEPARTMENT**

- Jason Corriher - reappointment
- Charles Haas - reappointment

#### **EAST GOLD HILL VOLUNTEER FIRE DEPARTMENT**

- Carter Trexler – reappointment
- Randall Chad Earnhardt - reappointment

#### **ELLIS CROSS COUNTRY VOLUNTEER FIRE DEPARTMENT**

- Jerry Kepley – reappointment
- William Kyles - reappointment

#### **ENOCHVILLE VOLUNTEER FIRE DEPARTMENT**

- Diane Elizabeth Burney - reappointment
- Michael David Caskey, Jr. – reappointment



**FRANKLIN VOLUNTEER FIRE DEPARTMENT**

- Carter Thomason - reappointment
- Jennifer Simmons Spry - reappointment

**LIBERTY VOLUNTEER FIRE DEPARTMENT**

- Lisa Misenheimer Trexler - reappointment
- Jeffrey Miller - reappointment

**POOLETOWN VOLUNTEER FIRE DEPARTMENT**

- Dylan Barkley – New appointment

**ROCKWELL RURAL VOLUNTEER FIRE DEPARTMENT**

- Kenzie Overcash – reappointment
- Michael Peeples – reappointment

**SOUTH SALISBURY VOLUNTEER FIRE DEPARTMENT**

- Gary M. Gaskey - reappointment
- Michael E. Goodman - reappointment

**UNION VOLUNTEER FIRE DEPARTMENT**

- Kevin Kesler - reappointment
- Rick Waller - reappointment

**WEST ROWAN VOLUNTEER FIRE DEPARTMENT**

- Eddie Mills - reappointment
- Philip Sloop - reappointment

**WOODLEAF VOLUNTEER FIRE DEPARTMENT**

- Joseph Artie Watson - reappointment
- Joseph Gregory - reappointment

# Morgan Mosher

Rowan County | Generated 10/25/2022 @ 8:31 am by OnBoard2 - Powered by ClerkBase

Status

**Name**

Morgan Mosher

**Application Date**

10/24/2022

**Expiration Date**

10/24/2024

**Board Member**

Morgan Mosher

**Status**

Board	Vacancies	Status
Agricultural Advisory Board	0	Pending

Basic Information

**Name**

Morgan Mosher

**Business/Civic Experience and why you feel you are qualified for this appointment:**

Cattle

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

Contact Information

**Address**

325 sides road  
Salisbury, NC 28146

**Resident**

Yes

**Ward/District**

East Rowan/ Rockwell Rural

**Phone**

7042134961

**Email**

nascar\_mosher@yahoo.com

Occupation

**Employer**

Granges

**Occupation**

Maintenance

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Male

Generated 10/25/2022 @ 8:31 am

## **Barger, Carolyn M**

---

**From:** Connie Cunningham <ccunningham@mblsolution.com>  
**Sent:** Tuesday, November 29, 2022 2:12 PM  
**To:** Church, Aaron  
**Cc:** Barger, Carolyn M  
**Subject:** Cabarrus Rowan MPO TCC and TAC Appointments

**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.

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November 29, 2022

Mr. Aaron Church, County Manager

Rowan County  
130 West Innes Street  
Salisbury, North Carolina 28144

**SUBJECT: 2023 Appointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO)**

Dear Mr. Church,

Each year the North Carolina Department of Transportation (NCDOT) requires the MPO to supply a list of current TAC and TCC representatives along with their alternates. At present, Commissioner Greg Edds is the appointed member and Commissioner Jim Greene is the appointed alternate to represent Rowan County on the TAC. Mr. Ed Muire is the County's TCC representative and Mr. Shane Stewart is the alternate. Please notify the MPO as to who will serve in 2023 as your designated appointees to the TAC (elected officials only), as well as the TCC (staff) appointee and alternate. The TAC and TCC appointees must be available to attend regular monthly meetings and to participate on regional transportation planning committees. Attendance at the meetings is critical to the success of our planning efforts and to bring information back to their respective communities. A schedule of the meetings will be sent to your designated representative as soon as their information is made available to us.

As the current TAC members are aware, there is a requirement to serve as a member or alternate of the TAC. TAC members are subject to provisions of the NC State Government Ethics Act, Chapter 138A of the NC General Statutes. There are two specific requirements: 1) State of Economic Interest (SEI) application, and 2) Real Estate Disclosure Form. Current MPO TAC members and their alternate must electronically file their SEI and Real Estate Disclosure Form annually by April 15<sup>th</sup>. This information can be found at <http://www.ethicscommission.nc.gov/sei>. Go to Statement of Economic Interest and click on MPO/RPO filers. Please alert your TAC representatives of this requirement when making your selections

Please provide current contact information for your selected individuals to include mailing address, telephone number, fax number and e-mail address to Connie Cunningham at the CRMPO office by January 6, 2023. Please email your information to [ccunningham@mblsolution.com](mailto:ccunningham@mblsolution.com).

Thank you for your attention to this matter.

Sincerely,

*Phil Conrad*

Phil Conrad  
Cabarrus Rowan MPO Executive Director

*Connie Cunningham*

Connie Cunningham  
Cabarrus Rowan Metropolitan Planning Organization  
57 Union Street South, Suite 1013  
Concord, North Carolina 28025  
[www.crmppo.org](http://www.crmppo.org)



# DANNY MICHAEL GABRIEL

Rowan County | Generated 11/3/2022 @ 1:37 pm by OnBoard2 - Powered by ClerkBase

Status

**Name**

DANNY MICHAEL GABRIEL

**Application Date**

11/3/2022

**Expiration Date**

11/3/2024

**Board Member**

DANNY MICHAEL GABRIEL

Status

Board	Vacancies	Status
Cleveland Community Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

**Name**

DANNY MICHAEL GABRIEL

**Business/Civic Experience and why you feel you are qualified for this appointment:**

Current Cleveland Town Board Commissioner, past Cleveland Town mayor. Past EMT/Firefighter for Cleveland Community Volunteer Fire Department.

**Have you ever been convicted of a felony?**

no

**County of Residence**

Rowan

Contact Information

**Address**

255 Bear Poplar Road  
PO Box 234  
Cleveland, NC 27013

**Resident**

Yes

**Ward/District**

Cleveland/West Rowan

**Phone**

7042789198

**Cell Phone**

7046577978

**Email**

ginag102@outlook.com

Occupation

**Employer**

None

**Occupation**

Retired

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Male

Generated 11/3/2022 @ 1:38 pm

## Barger, Carolyn M

---

**From:** Admin <Admin@granitequarrync.gov>  
**Sent:** Tuesday, November 15, 2022 8:43 AM  
**To:** Barger, Carolyn M  
**Subject:** ZBA ETJ Application

**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.

Hi Carolyn,

I hope you are well! You should be receiving an application for an ETJ seat on our Zoning Board of Adjustment from Shellie Stubbs. The Board of Aldermen took action last night to approve her application after she was recommended for the seat by the ZBA. We are asking that she be appointed to the seat last held by Kelly Smith with an expiration of 7/31/2025. Please let me know if you have any questions.

Thanks,  
Aubrey

Aubrey Smith, CMC, NCCMC  
Town Clerk



143 N. Salisbury Ave, Granite Quarry, NC 28146  
P.O. Box 351, Granite Quarry, NC 28072  
Office: (704) 279-5596, ext. 201  
Fax: (704) 279-6648  
[admin@granitequarrync.gov](mailto:admin@granitequarrync.gov)  
[www.granitequarrync.gov](http://www.granitequarrync.gov)

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# Shellie Eagle Stubbs

Rowan County | Generated 11/15/2022 @ 9:16 am by OnBoard2 - Powered by ClerkBase

Status

**Name**

Shellie Eagle Stubbs

**Application**

**Date**

11/15/2022

**Expiration Date**

11/15/2024

**Board Member**

Shellie Eagle Stubbs

**Status**

Board	Vacancies	Status
Granite Quarry Zoning Board - ETJ	2	Pending

Basic Information

**Name**

Shellie Eagle Stubbs

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

Contact Information

**Address**

4030 Fish Pond Road  
Salisbury, NC 28146

**Resident**

Yes

**Ward/District**

**Phone**

704-245-4139

**Email**

shellie@tmrrealtyinc.com

Occupation

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Female

Generated 11/15/2022 @ 9:16 am

# Dr Amy Elizabeth Wilson

Rowan County | Generated 11/21/2022 @ 12:42 pm by OnBoard2 - Powered by ClerkBase

Status

**Name**

Dr Amy Elizabeth Wilson

**Application**

**Date**

11/21/2022

**Expiration Date**

11/21/2024

**Board Member**

Amy Wilson

**Status**

Board	Vacancies	Status
Health Board	0	Pending

Basic Information

**Name**

Dr Amy Elizabeth Wilson

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I have practice 18 years in primary care and have significant experience caring for the populations RCPH serves

**Have you ever been convicted of a felony?**

no

**County of Residence**

Rowan

Contact Information

**Address**

104 Newcastle Circle  
Salisbury, NC 28144

**Resident**

Yes

**Ward/District**

**Phone**

704-213-1265

**Cell Phone**

704-213-1265

**Email**

wilsonott@gmail.com

Occupation

**Employer**

Community Care Clinic of  
Rowan County

**Occupation**

Physician

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Female

Generated 11/21/2022 @ 12:42 pm

# Christopher Scott Flowers

Rowan County | Generated 11/28/2022 @ 10:45 am by OnBoard2 - Powered by ClerkBase

Status

**Name**

Christopher Scott Flowers

**Application**

**Date**

11/28/2022

**Expiration Date**

11/28/2024

**Board Member**

Christopher Scott Flowers

**Status**

Board	Vacancies	Status
Juvenile Crime Prevention Council	4	Pending

Basic Information

**Name**

Christopher Scott Flowers

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I have been on JCPC for several years.

**Have you ever been convicted of a felony?**

no

**County of Residence**

Rowan

Contact Information

**Address**

1067 Mill Chase Cir  
Mooresville, NC 28115

**Resident**

Yes

**Ward/District**

**Phone**

704-402-9360

**Email**

christopher.flowers@rowancountync.gov

Occupation

**Employer**

Rowan County Sheriff's  
Department

**Occupation**

Law Enforcement

Other Questions

Question #4

**Are you a Rowan County Government employee?**

Yes

Gender

**What is your gender?**

Male

Generated 11/28/2022 @ 10:45 am

# Crystal Ryerson

Rowan County | Generated 10/26/2022 @ 11:08 am by OnBoard2 - Powered by ClerkBase

Status

**Name**

Crystal Ryerson

**Application Date**

10/26/2022

**Expiration Date**

10/26/2024

**Board Member**

Crystal Ryerson

**Status**

Board (Rank)	Vacancies	Status
Juvenile Crime Prevention Council (1)	4	Pending
ABC Board (2)	1	Pending

Basic Information

**Name**

Crystal Ryerson

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I want to give back to the community that I lived in for 17 years. I am a recent graduate of Leadership Rowan and was able to see many of the different organizations within our great community.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

Contact Information

**Address**

305 Meadow Green Drive  
Salisbury, NC 28147

**Resident**

Yes

**Ward/District**

**Phone**

7046369367

**Cell Phone**

4784915138

**Email**

crystal.ryerson@rccc.edu

Occupation

**Employer**

Rowan-Cabarrus  
Community College

**Occupation**

Executive Director of

Student Success

Other Questions

Question #4

**Are you a Rowan County Government  
employee?**

No

Gender

**What is your gender?**

Female

Generated 10/26/2022 @ 11:08 am

# 911 Division Chief Phillip Michael York

Rowan County | Generated 9/21/2022 @ 11:35 am by OnBoard2 - Powered by ClerkBase

## Status

	Name	Board	Vacancies	Status
Application Date	911 Division Chief Phillip Michael York	Local Emergency Planning Committee	6	Pending
Expiration Date	9/21/2022			
Board Member	9/21/2024			
Status	Phillip Michael York			Validated

## Basic Information

### Name

911 Division Chief Phillip Michael York

### Business/Civic Experience and why you feel you are qualified for this appointment:

21 years with Rowan 911 with 14 years in a supervisory capacity. 27 years in volunteer public safety.

### Have you ever been convicted of a felony?

No

### County of Residence

Roawan

## Contact Information

### Address

110 Birchwood Drive  
Salisbury, AL 28146

### Resident

Yes

### Ward/District

### Phone

704-216-8500

### Cell Phone

704-202-3457

### Email

phillip.york@rowancountync.gov

## Occupation

### Employer

Rowan County Emergency Services

### Occupation

911 Division Chief

## Other Questions

### Question #4

Are you a Rowan County Government employee?

Yes

## Gender

What is your gender?

Male



# Sam Morgan

Rowan County | Generated 8/25/2022 @ 1:40 pm by OnBoard2 - Powered by ClerkBase

## Status

	Name	Board	Vacancies	Status
Application Date	Sam Morgan	Local Emergency Planning Committee	5	Pending
Expiration Date	8/25/2022			
Board Member	8/25/2024			
	Sam Morgan			
Status	Validated			

## Basic Information

### Name

Sam Morgan

### Business/Civic Experience and why you feel you are qualified for this appointment:

I was a volunteer firefighter for the Town of Spencer for thirty years. Most of that time, I held various officer positions, including chief. I also spearheaded the construction of our fire station, spec'd apparatus, managed personnel, procured equipment, implemented new procedures, emphasized the necessity for proper and vigorous training (especially for unsuspected situations and scenarios), and prepared and implemented various SOGs for different situations, etc. I have served as a town alderman for over five-and-a-half years, trying to prepare my town for the sh\_t that's headed our way.

### Have you ever been convicted of a felony?

No

### County of Residence

Rown

## Contact Information

### Address

310 Sowers Ferry Road  
SALISBURY, NC 28144

### Resident

Yes

### Ward/District

### Phone

7046470885

### Email

samiam262@carolina.rr.com

## Occupation

### Employer

Trinity Oaks

### Occupation

Maintenance

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

## Gender

What is your gender?

Male

# William Monroe Yost

Rowan County | Generated 8/1/2022 @ 10:06 am by OnBoard2 - Powered by ClerkBase

## Status

<b>Name</b>	William Monroe Yost
<b>Application Date</b>	7/28/2022
<b>Expiration Date</b>	7/28/2024
<b>Board Member</b>	William Monroe Yost
<b>Status</b>	<span>Validated</span>

## Board

Planning Board

## Vacancies

0

## Status

Pending

## Basic Information

### Name

William Monroe Yost

### Business/Civic Experience and why you feel you are qualified for this appointment:

I'm a True Native to Rowan County. My business and educational background experience is well knowledgeable in all aspects of providing a balanced and fair representation of planning the future growth of Rowan County. I have served as a board member on the NC State Grape Council for two terms, the Rowan Farm Bureau Board and multiple committees within the county.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

202 Miller Chapel Road  
Salisbury, NC 28147

### Resident

Yes

### Ward/District

Locke

### Phone

7046335943

### Cell Phone

7042231523

### Email

wmyost@caublecreekvineyard.com

## Occupation

### Employer

Self Employed

### Occupation

Vineyard Winery Financial Manager

## Other Questions

### Question #4

Are you a Rowan County Government employee?

No

## Gender

What is your gender?

Male

# Jerome B Davis

Rowan County | Generated 3/4/2022 @ 12:29 pm by OnBoard2 - Powered by ClerkBase

## Status

<b>Name</b>	Jerome B Davis
<b>Application Date</b>	3/3/2022
<b>Expiration Date</b>	3/3/2024
<b>Board Member</b>	Jerome B Davis
<b>Status</b>	<span>Validated</span>

Board (Rank)	Vacancies	Status
Rowan Economic Development Council (1)	0	<span>Pending</span>
 Rowan County Planning Board (2)	0	<span>Pending</span>

## Basic Information

### Name

Jerome B Davis

### Business/Civic Experience and why you feel you are qualified for this appointment:

26 Years on Retail management and 19 years as Real Estate broker

### Have you ever been convicted of a felony?

no

### County of Residence

Rowan

## Contact Information

### Address

140 Knights Place  
SALISBURY, NC 28146

### Resident

Yes

### Ward/District

15

### Phone

7042130826

### Cell Phone

7042130826

### Email

jbdavis2@hotmail.com

## Occupation

### Employer

Century 21 Towne & Country

### Occupation

Real Estate Broker

## Other Questions

### Question #4

Are you a Rowan County Government employee?

- No

## Gender

What is your gender?

- Male

## Additional Information

# Corrie Connolly

Rowan County | Generated 2/16/2022 @ 12:11 pm by OnBoard2 - Powered by ClerkBase

## Status

	Name	Board	Vacancies	Status
Application Date	Corrie Connolly	Rowan County Planning Board	0	Pending
Expiration Date	2/5/2022			
Board Member	2/5/2024			
Status	Corrie Hampton Connolly			
	Validated			

## Basic Information

### Name

Corrie Connolly

### Business/Civic Experience and why you feel you are qualified for this appointment:

20 years of practicing veterinary medicine in Rowan County.  
17 years of business ownership in Rowan County.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Gender

### What is your gender?

- Female

## Contact Information

### Address

550 McNeely Rd  
Mt Ulla, NC 28125

### Resident

Yes

### Phone

7048197544

### Email

corrie.connolly@gmail.com

## Occupation

### Employer

Ranchside Veterinary Clinic

### Occupation

Veterinarian

## Additional Information

# Steven Garver

Rowan County | Generated 11/3/2022 @ 1:36 pm by OnBoard2 - Powered by ClerkBase

Status

**Name**

Steven Garver

**Application Date**

11/3/2022

**Expiration Date**

11/3/2024

**Board Member**

Steve Garver

**Status**

Board	Vacancies	Status
Atwell Volunteer Fire Department Board of Trustees	0	Pending

Basic Information

**Name**

Steven Garver

**Business/Civic Experience and why you feel you are qualified for this appointment:**

Atwell Township Volunteer Fire Department, Assistant Chief, Treasurer of Fireman's Relief Fund

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

Contact Information

**Address**

2630 Millbridge Rd.  
China Grove, NC 28023

**Resident**

Yes

**Ward/District**

**Phone**

7048572983

**Email**

firefighter4005@windstream.net

Occupation

**Occupation**

Retired

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Male

Generated 11/3/2022 @ 1:36 pm

# Mr Jason Reid Corriher

Rowan County | Generated 11/14/2022 @ 9:31 am by OnBoard2 - Powered by ClerkBase

## Status

### Name

Mr Jason Reid Corriher

### Application

#### Date

11/10/2022

### Expiration Date

11/10/2024

### Board Member

Jason Reid Corriher

## Status

Board	Vacancies	Status
Bostian Heights Volunteer Fire Department Board of Trustees	0	Pending

## Basic Information

### Name

Mr Jason Reid Corriher

### Business/Civic Experience and why you feel you are qualified for this appointment:

I have been a firefighter for over 20 years, I feel my experience with serving the community will be of benefit.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

1175 Corriher Gravel Rd  
China Grove, NC 28023

### Resident

Yes

### Ward/District

### Phone

7048570208

### Email

jcorriher@bostianheights.com

## Occupation

### Employer

Bostian Heights Fire  
Department

### Occupation

Firefighter/Officer

## Other Questions

Question #4

### Are you a Rowan County Government employee?

No

Gender

**What is your gender?**

Male

Generated 11/14/2022 @ 9:31 am



# Mr. Charles T. Haas, IV

Rowan County | Generated 11/7/2022 @ 4:59 pm by OnBoard2 - Powered by ClerkBase

## Status

### Name

Mr. Charles T. Haas, IV

### Application

#### Date

11/7/2022

### Expiration Date

11/7/2024

### Board Member

Charles T. Haas, IV

## Status

Board	Vacancies	Status
Bostian Heights Volunteer Fire Department Board of Trustees	0	Pending

## Basic Information

### Name

Mr. Charles T. Haas, IV

### Business/Civic Experience and why you feel you are qualified for this appointment:

Currently serving on the board.

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

204 BROOKSTONE WAY  
SALISBURY, NC 28146

### Resident

Yes

### Ward/District

### Phone

7042397824

### Email

cthaas4149@yahoo.com

## Occupation

### Employer

Bostian Heights Fire  
Department

### Occupation

Firefighter

## Other Questions

Question #4

### Are you a Rowan County Government employee?

No

Gender

**What is your gender?**

Male

Generated 11/7/2022 @ 4:59 pm

# Carter Trexler

Rowan County | Generated 11/22/2022 @ 8:40 am by OnBoard2 - Powered by ClerkBase

Status

**Name**

Carter Trexler

**Application**

**Date**

10/13/2020

**Expiration Date**

10/13/2022

**Status**

Board	Vacancies	Status
East Gold Hill Volunteer Fire Department Board of Trustees	0	

Basic Information

**Name**

Carter Trexler

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I have been on the fire dept for for 11 yrs and currently service on the Board of Director. I would like to expand my knowledge in the fire service.

**Have you ever been convicted of a felony?**

no

**County of Residence**

Rowan

Contact Information

**Address**

12960 Hwy 52  
gold hill, NC 28071

**Resident**

No

**Ward/District**

**Cell Phone**

7042022774

**Email**

Johndeereraised@yahoo.com

Occupation

**Employer**

NC DOT

**Occupation**

Equipment Operator

Generated 11/22/2022 @ 8:40 am

# Mr Randall Chad Earnhardt

Rowan County | Generated 11/22/2022 @ 8:42 am by OnBoard2 - Powered by ClerkBase

Status

**Name**

Mr Randall Chad Earnhardt

**Application**

**Date**

11/21/2022

**Expiration Date**

11/21/2024

**Board Member**

Randall Chad Earnhardt

**Status**

Board	Vacancies	Status
East Gold Hill Volunteer Fire Department Board of Trustees	0	Pending

Basic Information

**Name**

Mr Randall Chad Earnhardt

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I am currently on this Board and feel we have done a good job managing the relief fund. I am also a Battalion Chief for the Department. I have also served a number of years as Fire Chief. I am responsible for drafting the department's annual operating budget, so I have experience in all financial aspects of the department.

**Have you ever been convicted of a felony?**

no

**County of Residence**

rowan

**Request for Waiver of Term Limits**

yes

Contact Information

**Address**

13775 US 52 HWY  
GOLD HILL, NC 28071

**Resident**

Yes

**Ward/District**

**Phone**

980-330-9626

**Cell Phone**

980-330-9626

**Email**

goldhill4601@gmail.com

Occupation

**Employer**

disabled

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Male

Generated 11/22/2022 @ 8:42 am

# Deputy Chief Jerry Boyden Kepley

Rowan County | Generated 10/3/2022 @ 9:35 am by OnBoard2 - Powered by ClerkBase

## Status

### Name

Deputy Chief Jerry Boyden Kepley

### Application Date

10/1/2022

### Expiration Date

10/1/2024

### Board Member

Jerry Boyden Kepley

### Status

Board	Vacancies	Status
Ellis Cross Country Volunteer Fire Department Board of Trustees	0	Pending

## Basic Information

### Name

Deputy Chief Jerry Boyden Kepley

### Business/Civic Experience and why you feel you are qualified for this appointment:

I work with the fire department and church budgets

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

3321 Old Mocksville Rd.  
Salisbury, NC 28144

### Resident

Yes

### Ward/District

Ellis

### Phone

7042397949

### Email

jerrykepley4801@gmail.com

## Occupation

## Other Questions

Question #4

### Are you a Rowan County Government employee?

Yes

## Gender

### What is your gender?

Male

# Firefighter William Eugene Kyles

Rowan County | Generated 11/1/2022 @ 11:44 am by OnBoard2 - Powered by ClerkBase

Status

**Name**

Firefighter William Eugene Kyles

**Application Date**

10/31/2022

**Expiration Date**

10/31/2024

**Board Member**

William Kyles

Status

Board (Rank)	Vacancies	Status
Ellis Cross Country Volunteer Fire Department Fire Commissioners (1)	0	Pending
Ellis Cross Country Volunteer Fire Department Board of Trustees (2)	0	Pending

Basic Information

**Name**

Firefighter William Eugene Kyles

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

Contact Information

**Address**

110 Bethaven dr  
Salisbury, NC 28144

**Resident**

Yes

**Ward/District**

**Phone**

704-640-5086

**Cell Phone**

704-640-5086

**Email**

KYLES.WILLIAM2022@GMAIL.COM

Occupation

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Male

# Ms Diane Elizabeth Burney

Rowan County | Generated 10/17/2022 @ 8:54 am by OnBoard2 - Powered by ClerkBase

## Status

### Name

Ms Diane Elizabeth Burney

### Application Date

10/15/2022

### Expiration Date

10/15/2024

### Board Member

Diane Elizabeth Burney

### Status

Board	Vacancies	Status
Enochville Volunteer Fire Department Board of Trustees	0	Pending

## Basic Information

### Name

Ms Diane Elizabeth Burney

### Business/Civic Experience and why you feel you are qualified for this appointment:

Served for several years as secretary/finance on the Enochville Fire Dept Board; have also served on the Board of Trustees for several years.

### Have you ever been convicted of a felony?

no

### County of Residence

Rowan

### Request for Waiver of Term Limits

n/a

## Contact Information

### Address

222 Northcrest St  
Kannapolis, NC 28081

### Resident

Yes

### Ward/District

Enochville

### Phone

7043051953

### Cell Phone

7043051953

### Email

deb1reads@yahool.com

## Occupation

### Employer

Kannapolis City Schools

### Occupation

Finance Sec/Data Mgr



Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Female

Generated 10/17/2022 @ 8:54 am

# Mr Michael David Caskey, Jr

Rowan County | Generated 11/3/2022 @ 4:18 pm by OnBoard2 - Powered by ClerkBase

Status

**Name**

Mr Michael David Caskey, Jr

**Application Date**

11/3/2022

**Expiration Date**

11/3/2024

**Board Member**

Michael David Caskey, Jr.

Status

Board	Vacancies	Status
Enochville Volunteer Fire Department Board of Trustees	0	Pending

Basic Information

**Name**

Mr Michael David Caskey, Jr

**Business/Civic Experience and why you feel you are qualified for this appointment:**

Reappointment

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

Contact Information

**Address**

5819 Christy Circle  
Kannapolis, NC 28081

**Resident**

Yes

**Ward/District**

**Phone**

704-640-9678

**Email**

mcaskey@ctc.net

Occupation

**Employer**

CMPD

**Occupation**

Police Officer

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Male

Generated 11/3/2022 @ 4:18 pm

# Carter Thomason

Rowan County | Generated 11/16/2022 @ 2:59 pm by OnBoard2 - Powered by ClerkBase

## Status

### Name

Carter Thomason

### Application

#### Date

11/16/2022

### Expiration Date

11/16/2024

### Board Member

Carter J. Thomason

## Status

Board (Rank)	Vacancies	Status
Franklin Volunteer Fire Department Board of Trustees (1)	0	Pending
Franklin Volunteer Fire Department Fire Commissioners (2)	0	Pending

## Basic Information

### Name

Carter Thomason

### Have you ever been convicted of a felony?

No

### County of Residence

Rowan

## Contact Information

### Address

125 W Ridge Rd  
Salisbury, NC 28147

### Resident

Yes

### Ward/District

### Phone

7042394471

### Email

thomasoncj10@gmail.com

## Occupation

## Other Questions

### Question #4

### Are you a Rowan County Government employee?

No

## Gender

### What is your gender?

Male



Mrs. Jennifer Simmons Spry

Rowan County | Generated 11/18/2022 @ 9:38 am by OnBoard2 - Powered by ClerkBase

**Status**

**Name**

Mrs. Jennifer Simmons Spry

**Application Date**

11/17/2022

**Expiration Date**

11/17/2024

**Board Member**

Jennifer Simmons Spry

**Status**

Validated

Board	Vacancies	Status
Franklin Volunteer Fire Department Board of Trustees	0	Pending

**Basic Information**

**Name**

Mrs. Jennifer Simmons Spry

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

**Contact Information**

**Address**

175 Daniels Road  
Salisbury, NC 28144

**Resident**

Yes

**Ward/District**

**Phone**

(704)639-1126

**Email**

jen.spry@yahoo.com

**Occupation**

**Employer**

Retail Business Services

**Occupation**

Accountant

## Other Questions

### Question #4

**Are you a Rowan County Government employee?**

No

### Gender

**What is your gender?**

Female

Generated 11/18/2022, 9:38:10 AM

# Lisa Trexler

Rowan County | Generated 11/28/2022 @ 9:56 am by OnBoard2 - Powered by ClerkBase

Status

**Name**

Lisa Trexler

**Application**

**Date**

11/27/2022

**Expiration Date**

11/27/2024

**Board Member**

Lisa Misenheimer Trexler

**Status**

Board	Vacancies	Status
Liberty Volunteer Fire Department Board of Trustees	0	Pending

Basic Information

**Name**

Lisa Trexler

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I have served in this position previously. I am a former board of director member and firefighter for LVFD.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

Contact Information

**Address**

170 St. Matthews Church Rd.  
Salisbury, NC 28146

**Resident**

Yes

**Ward/District**

**Phone**

7044330602

**Email**

ltrexler59@gmail.com

Occupation

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Female





# Deputy Chief Jeffrey Eugene Miller

Rowan County | Generated 11/14/2022 @ 7:31 pm by OnBoard2 - Powered by ClerkBase

Status

**Name**

Deputy Chief Jeffrey Eugene Miller

**Application**

**Date**

11/14/2022

**Expiration Date**

11/14/2024

**Board Member**

Jeffrey Miller

**Status**

Board	Vacancies	Status
Liberty Volunteer Fire Department Board of Trustees	0	Pending

Basic Information

**Name**

Deputy Chief Jeffrey Eugene Miller

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

Contact Information

**Address**

3008 Agner Rd  
Salisbury, NC 28146

**Resident**

Yes

**Ward/District**

**Phone**

704-239-4128

**Cell Phone**

704-239-4128

**Email**

jmiller5903@gmail.com

Occupation

**Employer**

City Of Salisbury

**Occupation**

Firefighter

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Male

Generated 11/14/2022 @ 7:31 pm

# Dylan Barkley

Rowan County | Generated 10/10/2022 @ 8:29 am by OnBoard2 - Powered by ClerkBase

Status

**Name**

Dylan Barkley

**Application Date**

10/9/2022

**Expiration Date**

10/9/2024

**Board Member**

Dylan Barkley

Status

Board	Vacancies	Status
Pooletown Volunteer Fire Department Board of Trustees	0	Pending

Basic Information

**Name**

Dylan Barkley

**Business/Civic Experience and why you feel you are qualified for this appointment:**

I have volunteered at Pooletown since I was 16 years old. My father and brother have served as fire chiefs and my family is heavily involved in the department. I would like to serve as a trustee for the relief fund to help oversee the funds so that they are spent appropriately.

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

Contact Information

**Address**

4055 Richfield Rd  
Richfield, NC 28137

**Resident**

Yes

**Ward/District**

Pooletown

**Phone**

704-633-7080

**Email**

dylan.barkley@yahoo.com

Occupation

**Employer**

Cambell University

**Occupation**

Pharmacy School Student

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Male

Generated 10/10/2022 @ 8:29 am

### Captain Kenzie Overcash

Rowan County | Generated 9/30/2022 @ 10:41 am by OnBoard2 - Powered by ClerkBase

#### Status

**Name**

Captain Kenzie Overcash

**Application Date**

9/30/2022

**Expiration Date**

9/30/2024

**Board Member**

Kenzie Overcash

**Status**

Validated

Board	Vacancies	Status
Rockwell Rural Volunteer Fire Department Board of Trustees	0	Pending

#### Basic Information

**Name**

Captain Kenzie Overcash

**Have you ever been convicted of a felony?**

no

**County of Residence**

Rowan

#### Contact Information

**Address**

320 Link Sy

320 Link St

Rockwell, NC 28138

**Resident**

Yes

**Ward/District**

**Phone**

7044312549

**Email**

kovercash7116@yahoo.com

#### Occupation

#### Other Questions

##### Question #4

**Are you a Rowan County Government employee?**

No

**Gender**

**What is your gender?**

Female

Generated 9/30/2022, 10:41:30 AM

# Deputy Chief Brian Peeples

Rowan County | Generated 9/30/2022 @ 10:30 am by OnBoard2 - Powered by ClerkBase

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## Status

### Name

Deputy Chief Brian Peeples

### Application Date

9/30/2022

### Expiration Date

9/30/2024

### Board Member

Brian Peeples

### Status

Board	Vacancies	Status
Rockwell Rural Volunteer Fire Department Board of Trustees	0	Pending

## Basic Information

### Name

Deputy Chief Brian Peeples

### Have you ever been convicted of a felony?

no

### County of Residence

Rowan

## Contact Information

### Address

1235 S Main St  
Salisbury, NC 28146

### Resident

Yes

### Ward/District

### Phone

7042028252

### Email

bpeeples@carolina.rr.com

## Occupation

## Other Questions

### Question #4

### Are you a Rowan County Government employee?

No

## Gender

### What is your gender?

Male

Generated 9/30/2022 @ 10:30 am



Gary E. Gaskey

Rowan County | Generated 11/28/2022 @ 9:41 am by OnBoard2 - Powered by ClerkBase

Status

Name

Gary E. Gaskey

Application Date

11/23/2022

Expiration Date

11/23/2024

Board Member

Gary E. Gaskey

Status

Validated

Board	Vacancies	Status
South Salisbury Volunteer Fire Department Board of Trustees	0	Pending

Basic Information

Name

Gary E. Gaskey

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Request for Waiver of Term Limits

Request Waiver of Term Limits

Contact Information

Address

702 Colby Circle  
Salisbury, NC 28147

Resident

Yes

Ward/District

Phone

7046373873

Email

southsalisbury@outlook.com

Occupation

Employer

Retired

## Other Questions

### Question #4

**Are you a Rowan County Government employee?**

No

### Gender

**What is your gender?**

Male

Generated 11/28/2022, 9:41:25 AM

Michael W. Goodman

Rowan County | Generated 11/28/2022 @ 9:42 am by OnBoard2 - Powered by ClerkBase

Status

Name

Michael W. Goodman

Application Date

11/23/2022

Expiration Date

11/23/2024

Board Member

Michael W. Goodman

Status

Validated

Board	Vacancies	Status
South Salisbury Volunteer Fire Department Board of Trustees	0	Pending

Basic Information

Name

Michael W. Goodman

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Request for Waiver of Term Limits

Request Waiver of Term Limits

Contact Information

Address

1650 Peeler Road  
Salisbury, NC 28146

Resident

Yes

Ward/District

Phone

7046373873

Email

southsalisbury@outlook.com

Occupation

Employer

Retired

## Other Questions

### Question #4

**Are you a Rowan County Government employee?**

No

### Gender

**What is your gender?**

Male

Generated 11/28/2022, 9:42:55 AM

# Kevin Kesler

Rowan County | Generated 11/28/2022 @ 9:54 am by OnBoard2 - Powered by ClerkBase

Status

**Name**

Kevin Kesler

**Application Date**

11/27/2022

**Expiration Date**

11/27/2024

**Board Member**

Kevin W. Kesler

**Status**

Board	Vacancies	Status
Union Volunteer Fire Department Board of Trustees	0	Pending

Basic Information

**Name**

Kevin Kesler

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

Contact Information

**Address**

316 Kesler Farm Drive  
Salisbury, NC 28146

**Resident**

Yes

**Ward/District**

**Phone**

(704) 467-2327

**Email**

kevink@cdtech2000.com

Occupation

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Male

Rick Waller

Rowan County | Generated 11/28/2022 @ 9:53 am by OnBoard2 - Powered by ClerkBase

Status

Name

Rick Waller

Application Date

11/27/2022

Expiration Date

11/27/2024

Board Member

Rick Waller

Status

Validated

Board	Vacancies	Status
Union Volunteer Fire Department Board of Trustees	0	Pending

Basic Information

Name

Rick Waller

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Contact Information

Address

4330 Stokes Ferry Road  
Salisbury, NC 28146

Resident

Yes

Ward/District

Phone

7042020902

Email

rcbh@twc.com

Occupation

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

**Gender**

**What is your gender?**

Male

Generated 11/28/2022, 9:53:36 AM

### Mr Lonnie Edgar Mills, III

Rowan County | Generated 11/14/2022 @ 8:52 am by OnBoard2 - Powered by ClerkBase

#### Status

**Name**

Mr Lonnie Edgar Mills, III

**Application Date**

11/10/2022

**Expiration Date**

11/10/2024

**Board Member**

Eddie Mills

**Status**

Validated

Board	Vacancies	Status
West Rowan Volunteer Fire Department Board of Trustees	0	Pending

#### Basic Information

**Name**

Mr Lonnie Edgar Mills, III

**Business/Civic Experience and why you feel you are qualified for this appointment:**

current trustee for WRVFD Relief fund

**Have you ever been convicted of a felony?**

no

**County of Residence**

Rowan

#### Contact Information

**Address**

345 Graham Loop Road  
Mount Ulla, NC 28125-6770

**Resident**

Yes

**Ward/District**

West Rowan

**Phone**

704-798-4058

**Email**

millsmaintenance1@aol.com

#### Occupation



**Employer**

Mills Maintenance

**Occupation**

mechanic

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Male

Generated 11/14/2022, 8:52:12 AM

# Mr Phillip Sloop

Rowan County | Generated 11/15/2022 @ 11:50 am by OnBoard2 - Powered by ClerkBase

Status

**Name**

Mr Phillip Sloop

**Application**

**Date**

11/15/2022

**Expiration Date**

11/15/2024

**Board Member**

Philip Sloop

**Status**

Board	Vacancies	Status
West Rowan Volunteer Fire Department Board of Trustees	0	Pending

Basic Information

**Name**

Mr Phillip Sloop

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

Contact Information

**Address**

3260 Back Creek Church Rd  
Mt Ulla, NC 28125

**Resident**

Yes

**Ward/District**

West Rowan

**Phone**

7046427247

**Email**

Philip.sl@gmail.com

Occupation

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Male

# Artie Watson

Rowan County | Generated 9/29/2022 @ 8:29 am by OnBoard2 - Powered by ClerkBase

Status

**Name**

Artie Watson

**Application Date**

9/28/2022

**Expiration Date**

9/28/2024

**Board Member**

Artie Watson

**Status**

Board	Vacancies	Status
Woodleaf Volunteer Fire Department Board of Trustees	0	Pending

Basic Information

**Name**

Artie Watson

**Have you ever been convicted of a felony?**

No

**County of Residence**

Rowan

Contact Information

**Address**

385 Farm Drive  
Woodleaf, NC 27054

**Resident**

Yes

**Ward/District**

**Phone**

7042784456

**Email**

woodleafchief@yahoo.com

Occupation

Other Questions

Question #4

**Are you a Rowan County Government employee?**

No

Gender

**What is your gender?**

Male

Generated 9/29/2022 @ 8:29 am

# Joseph Gregory

Rowan County | Generated 9/28/2022 @ 3:15 pm by OnBoard2 - Powered by ClerkBase

## Status

### Name

Joseph Gregory

### Application Date

9/28/2022

### Expiration Date

9/28/2024

### Board Member

[Joseph B. Gregory](#)

## Status

Board	Vacancies	Status
<a href="#">Woodleaf Volunteer Fire Department Board of Trustees</a>	0	Pending

## Basic Information

### Name

Joseph Gregory

### Have you ever been convicted of a felony?

NO

### County of Residence

Rowan

## Contact Information

### Address

3020 Potneck Rd  
Woodleaf, NC 27054

### Resident

Yes

### Ward/District

### Phone

7046402182

### Email

[bubbagregory.woodleaffire@gmail.com](mailto:bubbagregory.woodleaffire@gmail.com)

## Occupation

### Employer

Rowan County  
Telecommunications

### Occupation

911 Chief

## Other Questions

Question #4

### Are you a Rowan County Government employee?

Yes

## Gender

### What is your gender?

Male

**ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:**

**DATE:**

**SUBJECT: RECESS**

---

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Shane Stewart  
**DATE:** November 23, 2022  
**SUBJECT:** Public Hearing for Z 09-22: RP Salisbury Partners

---

RP Salisbury Partners LLC is requesting the rezoning of approximately 98.1 acres owned by Charles Honbarger and DNA Real Estate Partners LLC. located at the 1200 block of Webb Road and the 300 block of Lane Parkway as follows (see enclosed map):

<b>Tax Parcel</b>	<b>Current Zone</b>	<b>Proposed Zone</b>
409-002 (part)	IND	CBI-CD
409-005	RR-AO	CBI-CD & IND
409-182	RR-AO	CBI-CD & CBI

The conditional district proposes a development plan – possibly to include multiple tenants within each building – consisting of Construction, Manufacturing, Transportation, and Wholesale Trade sector uses with a collective building size of approximately 1.24 million square feet.

1. Receive staff report
2. Applicant comments
3. Public comments
4. Close hearing and discuss
5. Motion to consider statement of consistency / reasonableness
6. Motion to approve / deny / table Z 09-22

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Report	11/23/2022	Exhibit
Site Plan	11/23/2022	Exhibit
Applicant's development description	11/23/2022	Exhibit
Conditional District use table	11/23/2022	Exhibit
GIS Map	11/23/2022	Exhibit
Applications	11/23/2022	Exhibit



**REZONING PETITION:  
 Z 09-22: RP SALISBURY PARTNERS**

**Request:** Rezone 98.1 ac. to CBI-CD, CBI, & IND for a multi-tenant plan totaling 1.24 million sf

**Parcel IDs:** 409-002, 005, & 182

**Location:** 1200 block of Webb Rd. and 300 block of Lane Pkwy.

**Lot size:** 3 Tracts with apx. area of 98.1 AC

**Owners:** Charles Honbarger and DNA Real Estate Partners LLC

**Applicant:** RP Salisbury Partners LLC

**Watershed:** N/A

**PH II Stormwater:** Yes

**Floodplain:** N/A

**Existing Improvements:** Two (2) houses; misc. farm buildings; parking area

**REQUEST**

RP Salisbury Partners LLC (hereinafter developer) is requesting the rezoning of approximately 98.1 acres located at the 1200 block of Webb Road and 300 block of Lane Parkway noted in the below table and the enclosed GIS map. The conditional district proposes a development plan – possibly to include multiple tenants within each building – consisting of Construction, Manufacturing, Transportation, and Wholesale Trade sector uses with a collective building size of approximately 1.24 million square feet.

Owner	Parcel ID	Apx. Ac.	Current Zone	Proposed Zone
DNA Real Estate Partners	409-002 (part)	1	IND	CBI-CD
Charles Honbarger	409-005 (part)	89.6	RR-AO	CBI-CD
Charles Honbarger	409-005 (part)	5.3	RR-AO	IND
Charles Honbarger	409-182 (part)	0.8	RR-AO	CBI-CD
Charles Honbarger	409-182 (part)	1.15	RR-AO	CBI

**PROJECT DETAILS**

According to information provided by the developer, this project is a joint venture between Atlanta companies Rooker Co. and Track West Partners proposing two (2) industrial buildings totaling approximately 1.24 million square feet (see enclosed). Since the project is speculative, building construction will likely commence without a firm commitment on the tenant, use, or fixed square footage need. The developer is also requesting the option to create one (1) or more tenant separations within the

buildings based on market need – a site plan review process considered by the Board of Commissioners subject to section 21-56(10) of the Zoning Ordinance. Review details indicate the

“...site plan and other pertinent information to ensure the general health, safety, and public welfare have been adequately protected.” Project details include:

- Permitted uses within the Conditional District include the Construction, Manufacturing, Transportation, and Wholesale-Trade sectors (see enclosed list). With limited exceptions, proposed uses are either permitted by right or with special requirements in the CBI district (refer to Section 21-113 of the Zoning Ordinance).
- Site plan details include a proposed .64 mile public road extension of Lane Parkway (SR 2643) from the existing dead-end segment adjacent to CCI Environmental at 281 Lane Pkwy., to a new intersection at the 1200 block of Webb Rd. This two (2) to three (3) lane road extension provide an important improvement for both the development and traffic in the Peeler Rd. / I-85 vicinity, which will soon experience significant increased traffic volume from development within adjacent Salisbury satellite annexations totaling 115 acres.
- Project is within a Phase II stormwater area identified by the North Carolina Department of Environmental Quality (DEQ), which require stormwater control measures as noted on the site plan.
- Screening will be in the form of a Type A 20’ screen along a portion of the western side of Building 1 and a Type A 50’ screen along the southeast corner of Building 1 adjacent to 1015 and 1035 Dukemont St.

**CONFORMITY WITH ADOPTED  
PLANS / POLICIES**

East Area Land Use Plan

- Located in Commercial / Industrial area of the future land use map.
- Located in I-85 corridor.
- Use of existing and planned water / sewer utilities are encouraged.
- Perimeter landscaping and parking on sides and rear of building is suggested.
- Consider fifty (50) foot buffer for new development outside watershed areas along all streams.





- Promote and expand voluntary agricultural district (11) program – agree not to develop for a period of ten (10) years.

**CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT**

**Commercial Business Industrial (CBI)** – This zone allows for a wide range of commercial, business and light to medium industrial activities which support both the local and / or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend “highway business” along identified NC and US highways; community / regional / potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water / sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation. The CBI district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

**Conditional Districts (CD)** – There are instances where certain uses may have significant impacts on the surrounding area and the county which cannot be predetermined and controlled by general district standards. As a result, a general zoning district designation is clearly inappropriate for a property, but a specific use or uses permitted as a conditional district subject to development requirements to address the anticipated impacts would be consistent with the spirit and intent of this chapter. This voluntary procedure must be petitioned by the property owner or their authorized agent as a firm development proposal and not for securing early zoning for tentative uses which may not be undertaken for a long period of time.

**COMPATIBILITY OF USES**

The predominant zoning district of Rural Residential with an Agricultural Overlay (RR-AO) permit very limited development evident in the following table:

MAJOR GROUP	INDUSTRY GROUP	RR-AO	IND	CBI-CD
Residential		Permitted (family only)	Not Permitted	Not Permitted
Construction		Not Permitted	Most Permitted	Permitted
Mining		Not Permitted	Most Permitted with SUP	Not Permitted
Manufacturing		Not Permitted	Most Permitted	Most Permitted
	"Heavy Impact Uses"	Not Permitted	Most Permitted with SUP	Not Permitted
Transp., Com., Elec. / Gas, & Sanitary Svc.		Not Permitted	Most Permitted	Few Permitted
Wholesale Trade		Few Permitted	Most Permitted	Most Permitted
Retail Trade		Not Permitted	Most Permitted	Not Permitted
Finance, Ins., & Real Est.		Not Permitted	Most Permitted	Not Permitted
Services		Not Permitted	Most Permitted	Not Permitted
	Misc. Amusement & Rec.	Not Permitted	Most Permitted	Not Permitted
Public Admin.		Not Permitted	Most Permitted	Not Permitted

Generalized Groupings for Permitted SIC Categories: Most: 100-66% Some: 66-33% Few: 33-0% Not Permitted: 0%

Source: Section 21-113 Table of Uses

**CONDITIONS IN THE VICINITY** See Enclosed Map –

North

- Mainlining America, Thomas Hoke antique warehouse, and Loves Travel center on IND and CBI zoned areas.
- I-85 / Peeler Rd. interchange.

South

- LKQ salvage yard at 1212 Webb Rd.
- Small cluster of residences along Webb Rd.
- Webb Road Estates subdivision established in 1987 consisting of 64 lots developed primarily with manufactured homes.

East

- 115 acre Light Industrial (LI) zoned property owned by CM-M Selc. Peeler LLC.
- 28 acre undeveloped RA zoned properties (formerly zoned 85-ED-3 prior to Z 06-12).

West

- 18 ½ acre RR zoned area containing three (3) residences.
- United Rentals at 914 Webb Rd. zoned CBI.
- I-85 and the “Platinum” site zoned 85-ED-2 (parcel 408-019).

**POTENTIAL IMPACT ON ROADS**

Planning staff analysis on the road impact typically include the following basic information in addition to projected trip generation based on a proposed use(s), if known:

**Webb Rd. (SR 1500) –**

- Classified as a major thoroughfare.
- Most recent Annual Average Daily Traffic (AADT) counts estimate the following vehicle trips: 3,400 at Hurst Dr. in 2016 and 7,200 at the railroad track in 2018.
- The 2019 Cabarrus-Rowan Metropolitan Planning Organization’s (CRMPO) Comprehensive Transportation Plan (CTP) estimates road capacity at 12,200 AADT, which represents a figure primarily based on pavement width (listed at 24 feet) and speed limit (45 mph) rather than a single measure of assessing the road’s operational capacity.

**Lane Pkwy. (SR 2643) –**

- Dead-end frontage road (apx. 24 foot in width) with no traffic count or estimated road capacity.

**Peeler Rd. (SR 2538) –**

- Classified as a major thoroughfare.

- Most recent AADT count collected in 2014 approximately 200 feet east of Lane Pkwy. indicate 3,300 vehicles.
- CTP estimates with twenty-four (24) foot wide road's capacity at 14,600 AADT.

**I-85 –**

- Eight lane divided interstate with AADT between 81,000 north and 77,500 south of Webb Rd.
- CTP estimates road capacity for I-85 ranging from 143,000 to 114,700 AADT.

**Trip Generation / Traffic Impact Analysis–**

The developer along with their traffic engineer, Kimley-Horn and Associates, selected an *Industrial Park* land use code from the Institute of Transportation Engineers (ITE) Trip Generation Manuel (11<sup>th</sup> Edition, 2021) for the proposed use and assumed a 1.25 million square foot building as the basis for their required Traffic Impact Analysis (TIA). The below details the projected weekday trips during the AM Peak Hour (7:00 – 9:00 AM), PM Peak Hour (4:00 – 6:00 PM), and total daily trips projected at complete buildout. For example, one (1) “trip” is calculated by leaving one’s home and arriving to work with no other stops along the way. Additional trips are tallied based on subsequent movements leaving the site.

ITE LUC	Land Use	Intensity	Daily	AMPeak Hour			PMPeak Hour			Peak Hour Type/Data Source
				Total	In	Out	Total	In	Out	
130	Industrial Park	1,250,000 SF	4,213	425	344	81	425	94	331	Adj Street/ITE Rate
	Passenger Cars		3,500	375	321	54	375	75	300	
	Trucks*		713	50	23	27	50	19	31	
<b>Net New External Trips</b>			<b>4,213</b>	<b>425</b>	<b>344</b>	<b>81</b>	<b>425</b>	<b>94</b>	<b>331</b>	

\*Vehicle type split determined using Truck Trip Generation Data Plots (average rate) provided in ITEs *Trip Generation Supplement, 11th Edition* .

Using traffic counts collected on August 31<sup>st</sup>, Kimley-Horn projected traffic increases based on new trips generated by the development in addition to new trips projected from two (2) other TIAs from developments in the area. Multiple intersections in the vicinity were analyzed to

Intersection LOS	Signalized Intersection Control Delay per Vehicle (sec / veh)	Unsignalized Intersection Control Delay per Vehicle (sec / veh)
A	< 10	< 10
B	>10 and <20	>10 and <15
C	>20 and <35	>15 and <25
D	>35 and <55	>25 and <35
E	>55 and <80	>35 and <50
F	>80	>50

Source: TIA reference. to NRC Highway Capacity Manual 6th ed.

determine the overall traffic impact at buildout measured by the average vehicle delay in seconds for each turn movement along with assigning a letter grade referred to as Level of Service (LOS).

The below table compares the LOS and vehicle delays in seconds for both the existing and buildout conditions with road improvements for both the proposed and the other two (2) projects in the area. Intersection data is provided based on proposed traffic signals at Peeler Rd. / Lane Pkwy. and Peeler Rd. / I-85 SB Ramp to address traffic from development within the adjacent Salisbury development. Although intersection data is provided for the Webb Rd. / I-85 SB Ramp, DOT may not require the signal.

		Movement	LOS [Vehicle Delay in Seconds]				Intersection
			EB	WB	NB	SB	
Peeler / Lane	AM	2022 Existing	A [.1]	A [.2]	D [28.5]	B [14.0]	-
		2025 Buildout	B [10.4]	B [12.1]	C [23.0]	B [12.0]	B [12.4]
	PM	2022 Existing	A [.4]	A [.2]	C [18.1]	B [10.5]	-
		2025 Buildout	B [12.1]	B [15.3]	C [22.3]	B [10.6]	B [15.3]
Peeler / I-85 NB Ramp	AM	2022 Existing	A [9.6 & 0.0]	A [0.0]	D [25.8]	-	-
		2025 Buildout	B [10.9 & 0.0]	A [0.0]	F [102.0]	-	-
	PM	2022 Existing	A [8.6 & 0.0]	A [0.0]	C [19.4]	-	-
		2025 Buildout	B [10.8 & 0.0]	A [0.0]	F [129.4]	-	-
Peeler / I-85 SB Ramp	AM	2022 Existing	A [0.0]	A [9.3 & 0.0]	-	C [21.8]	-
		2025 Buildout	B [11.5]	B [16.2]	-	B [19.9]	B [15.8]
	PM	2022 Existing	A [0.0]	A [9.0 & 0.0]	-	C [17.6]	-
		2025 Buildout	A [8.6]	B [12.8]	-	C [20.3]	B [13.4]
Webb / I-85 NB Ramp	AM	2022 Existing	A [8.2 & 0.0]	A [0.0]	C [17.7]	-	-
		2025 Buildout	A [8.3 & 0.0]	A [0.0]	C [15.6]	-	-
	PM	2022 Existing	A [8.0 & 0.0]	A [0.0]	C [17.5]	-	-
		2025 Buildout	A [8.9 & 0.0]	A [0.0]	C [22.3]	-	-
Webb / I-85 SB Ramp	AM	2022 Existing	A [0.0]	A [8.2 & 0.0]	-	B [12.2]	-
		2025 Buildout	A [8.9]	A [7.6]	-	B [13.4]	A [9.6]
	PM	2022 Existing	A [0.0]	A [8.6 & 0.0]	-	B [13.0]	-
		2025 Buildout	A [8.9]	A [9.0]	-	B [16.0]	B [10.5]
Webb / Access Rd	AM	2022 Existing	A [8.5 & 0.0]	A [0.0]	-	B [10.8]	-
		2025 Buildout	A [8.5 & 0.0]	A [0.0]	-	B [10.8]	-
	PM	2022 Existing	A [7.9]	A [0.0]	-	B [11.5]	-
		2025 Buildout	A [7.9]	A [0.0]	-	B [11.4]	-

**Proposed Road Improvements** – While NCDOT staff have not approved the TIA, proposed road improvements by Kimley-Horn include:

- Construct westbound right turn lane with 100 feet of storage on Webb Rd. at the I-85 NB Ramp and
- Construct eastbound left turn with 150 feet of storage on Webb Rd. at the proposed extension of Lane Pkwy. (development access road).

In speaking with NCDOT officials, comments should be available before the proposed Board of Commissioners public hearing on December 5<sup>th</sup>. Required improvements would be a condition of the driveway permit and enforced by DOT.

**POTENTIAL IMPACT ON SCHOOLS**

Minimal. Current RR-AO zoning only permit family subdivisions; residential not permitted in proposed CBI-CD.

**POTENTIAL IMPACT ON UTILITIES**

**Public Water** – Salisbury-Rowan Utilities (SRU) has an existing public water line along Lane Pkwy., which will be extended to serve this and the Salisbury development.

**Public Sewer** – SRU public sewer will be extended from a low point on the east side of I-85 through the Honbarger property to the subject site and the adjacent Salisbury development.

**Stormwater** – This property is located within a DEQ Phase II stormwater area and also within five (5) miles of the Mid-Carolina Regional Airport. As a result of the proximity, stormwater control measures will be designed to maintain limited water accumulation as to not attract waterfowl.

**ENVIRONMENTAL**

Two (2) areas of wetlands appear on the property that will be impacted by the road extension and Building 1. Proposed impacts are subject to DEQ and the US Army Corps of Engineers prior to development.

**DECISION MAKING**

In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Board of Commissioners in a rezoning decision is “whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance.” Additionally, the board “shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.”

**PROCEDURES**

The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans. A statement of reasonableness must also be included which considers the following:

- (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.

Planning staff will include the Planning Board recommended statement at the December 5<sup>th</sup> meeting.

**PUBLIC NOTICE** November 15<sup>th</sup> – Letters mailed to 23 area property owners.

November 16<sup>th</sup> – Two (2) signs posted on property.

November 24<sup>th</sup> & December 1<sup>st</sup> – Notice published in the *Salisbury Post*.



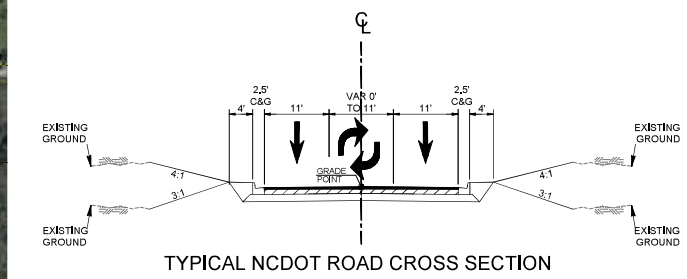
**STAFF COMMENTS** Rowan County and its municipalities have continued to receive considerable interest in large acreage tracts in close proximity to I-85 primarily for warehouse use. While the Chewy, 85 Commerce Center (320 Webb Rd.), and Pietryk et al. (1400 block Peeler Rd. – Salisbury satellite annexed area) properties were “pre-zoned” for the proposed developments, both the Honbarger and Carlton properties (Red Rock rezoning) maintained an AO “placeholder” on all or a portion of the property prohibiting residential development. Being adjacent to I-85, surrounded by non-residential zoned areas, and likelihood of additional development south of Webb Rd. and in the 1900 block, this quadrant will continue to experience additional development interest.

Staff would offer the following conditions (if approved):

1. Prior to issuance of a certificate of occupancy, Lane Parkway extension must be constructed and certified to NCDOT standards;
2. Property uses are subject to the list approved as part of the Conditional District;
3. Property owner to request removal of VAD designation.

**ENCLOSURES**

1. Staff report
2. Rezoning applications
3. Applicant’s development description
4. Conditional District use table
5. Site Plan
6. GIS Map



SITE DEVELOPMENT	
TOTAL AREA:	97 AC
TOTAL BUILDING SQUARE FOOTAGE:	1,296,800 SF
BUILDING 1:	
BUILDING AREA:	903,860 SF +/-
HEIGHT:	90' +/-
# EMPLOYEES / SHIFT:	300 +/-
BUILDING 2:	
BUILDING AREA:	332,640 SF +/-
HEIGHT:	50' +/-
# EMPLOYEES / SHIFT:	200 +/-

PROVIDED PARKING		
BUILDING	REQUIRED	PROVIDED
BUILDING 1		
EMPLOYEE PARKING	N/A	501
ADA PARKING	11	11
TRAILER PARKING	N/A	288
LOCK DOORS	N/A	193
BUILDING 2		
EMPLOYEE PARKING	N/A	265
ADA PARKING	7	7
TRAILER PARKING	N/A	88
LOCK DOORS	N/A	76

**BUFFER YARDS (GROUP 3)**  
 20' BUFFER TYPE A VARS ADJUTING PER 200-216  
 10' BUFFER REQUIRED FOR GROUP 1 AND 2

BUILDING SETBACK SUMMARY TABLE			
	5' FRONT YARD	10' REAR YARD	10' SIDE YARD
BUILDING 1	11	11	11
BUILDING 2	7	7	7

NOTE: FLOOD ZONE 1% PER FEMA MAP 371564700, COMMUNITY 370551

## Introduction

### Honbarger Site

Re-zone of +/-97 Acres at corner of Webb Road and I-85

Requested Zoning District: CBI-CD / CBI / IND

This proposed project will transform the Honbarger Site into a state-of-the-art, two-building, Class-A industrial development while also building out critical public infrastructure that will benefit the surrounding area for years. The project will include:

1. A 904,000 square-foot Class-A industrial building designed to accommodate one or two tenants
2. A 332,000 square-foot Class-A industrial building designed to accommodate one, two, three or four tenants
3. A 1/2 mile extension of Lane Parkway, which will provide important traffic connectivity between Peeler Road and Webb Road
4. Extension of a public sanitary sewer line to serve other properties east of I-85

The developer, RP Salisbury Partners LLC, is a partnership of Track West Partners and Rooker, two privately held development companies that have combined to develop more than 55,000,000 square feet of Class-A industrial, office and retail space across the Southeastern United States.

The developer plans to build the project on a speculative basis, which means it will be constructed without commitments from potential tenants or users. The type of tenant, size of tenant, and number of tenants will depend on the market in 2024 and 2025, when construction is expected to complete. For this reason, we are seeking approval as a multi tenant development per Section 21-56 (10) (a) in the Zoning Ordinance.

The total investment at full build-out is expected to be \$97,000,000, and the project is expected to generate 300-600 full time jobs in the logistics, distribution, or light manufacturing fields. Rowan EDC is excited about the project and looks forward to working with us to find job-creating businesses looking to expand and relocate in Rowan County.



Proposed Conditional District Use Table

**Sec. 21-113. Table of uses.**

P - Permitted by Right		Zoning District
P(A) - Permitted as Accessory Use		
SR - Permitted with Special Requirements		
S - Special Use		
CD - Conditional District		
SIC	Use	CBI-CD
<b>Construction</b>		
15	Building construction- general contractors and operative builders	P
16	Heavy construction other than building construction – contractors	P
17	Construction – special trade	P
<b>Manufacturing</b>		
20	Food and kindred products, <i>all except</i>	P
201	Meat products	P
208(pt)	Winery	P
2091	Canned and cured fish and seafood	P
2092	Prepared fresh or frozen fish and seafood	P
21	Tobacco products	P
22	Textile mill products, <i>all except</i>	P
23	Apparel & other finished products made from fabrics & similar material	P
24	Lumber and wood products, except furniture, <i>all except</i>	P
241	Logging	P
25	Furniture and fixtures	P
26	Paper and allied products, <i>all except</i>	P
27	Printing, publishing, allied industries	P
283	Drugs	P
284	Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations	P
30	Rubber and miscellaneous products	P
31	Leather & leather products, <i>all except</i>	P
32	Stone, clay, glass and concrete products, <i>all except</i>	P
34	Fabricated Metal products, except machinery and transportation equipment, <i>all except</i>	P
35	Industrial and commercial machinery and computer equipment	P
36	Electronic and other electrical equipment and components, except computer equipment, <i>all except</i>	P
3612	Power distribution and specialty transformers	P
37	Transportation equipment	P
38	Measuring, analyzing and controlling instruments	P
39	Miscellaneous manufacturing industries	P
<b>Transportation, communications, electric, gas and sanitary services</b>		
42	Motor freight transportation and warehousing, <i>all except</i>	P
421	Trucking	P
4221	Farm product warehousing and storage	P
48	Communications, <i>all except</i>	P
	Transmission tower & Wireless support structures	S
	Co-location of wireless facilities	SR
	Eligible facilities request	SR
	Alternative tower structures	SR
	Public safety tower	SR
49	Electric, gas, and sanitary services, <i>all except</i>	S
	Electric and water distribution lines, gas pipelines	P
491(pt)	Residential Solar Energy Systems	SR
491(pt)	Non-Residential Solar Energy Systems	SR
491(pt)	Roof Mounted Solar Energy Systems	SR
494	Water supply	P
4952	Sewerage systems	P
<b>Wholesale trade</b>		
50	Wholesale trade, durable goods, <i>all except</i>	P
5015	Motor vehicle parts, used (indoor)	SR
5032	Brick, stone & related construction materials	P
505	Metal & minerals, except petroleum	P
5083	Farm & garden machinery & equipment	P
51	Wholesale trade, nondurable goods, all except	P
5153	Grain and field beans	P
5159	Farm product raw materials, NEC	P
5191	Farm supplies	P

# Z 09-22: RP Salisbury Partners LLC



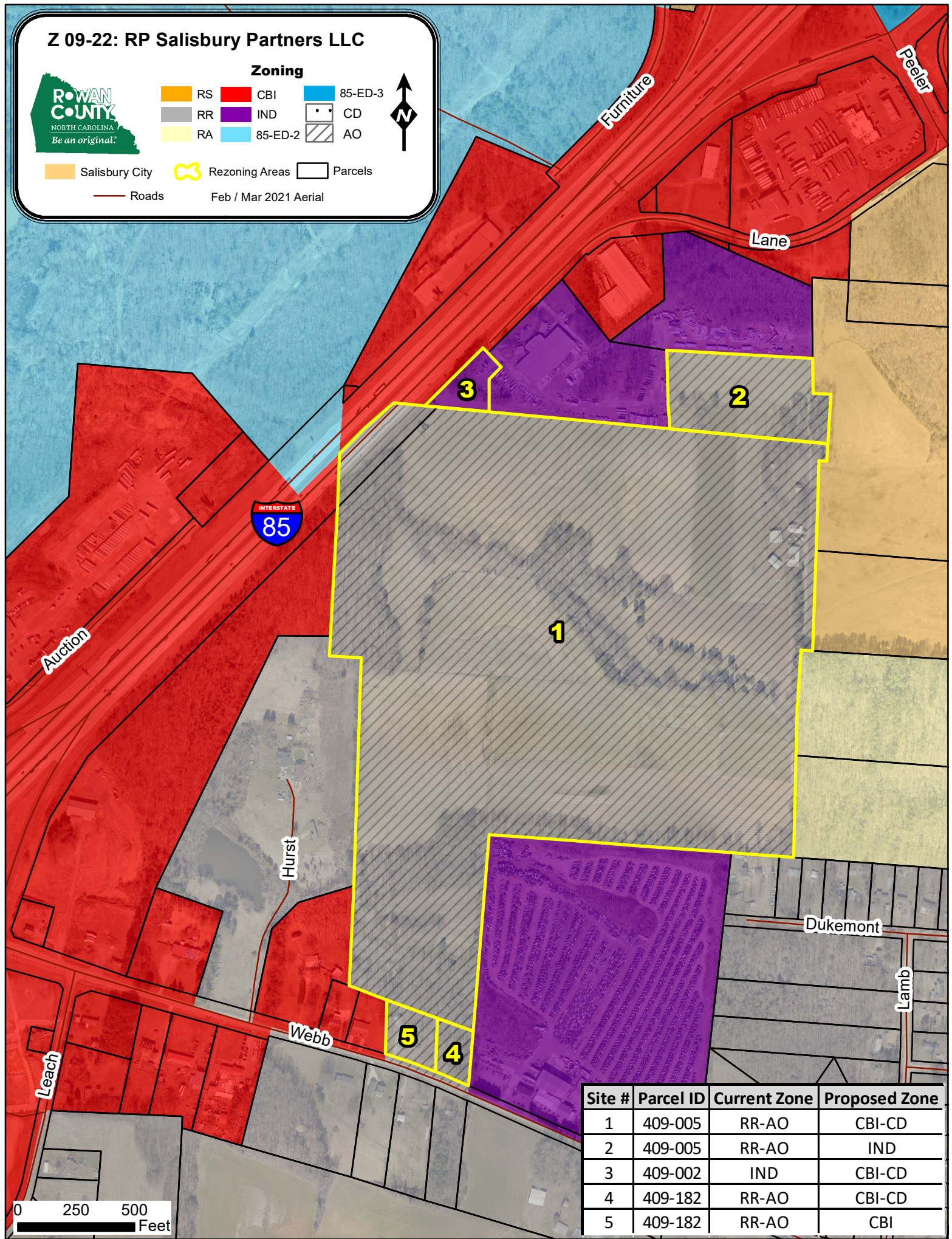
## Zoning

- RS
- CBI
- 85-ED-3
- RR
- IND
- CD
- RA
- 85-ED-2
- AO

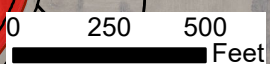


- Salisbury City
- Rezoning Areas
- Parcels
- Roads

Feb / Mar 2021 Aerial



Site #	Parcel ID	Current Zone	Proposed Zone
1	409-005	RR-AO	CBI-CD
2	409-005	RR-AO	IND
3	409-002	IND	CBI-CD
4	409-182	RR-AO	CBI-CD
5	409-182	RR-AO	CBI





Rowan County Department of  
 Planning & Development  
 402 N. Main Street Suite 204  
 Salisbury, NC 28144  
 Phone (704) 216-8588  
 Fax (704) 638-3130  
 www.rowancountync.gov

Case # Z 09-22  
 Date Filed 10/31/22  
 Received By SAS  
 Amount Paid \$500

Office Use Only

**REZONING APPLICATION**

**OWNERSHIP INFORMATION:**

Name: Charles Honbarger  
 Signature: *Charles Honbarger*  
 Phone: 704-640-2496 Email: charleshonbarger@rocoemind.com  
 Address: 1250 Peeler Road, Salisbury, NC 28146

**APPLICANT / AGENT INFORMATION:** Complete affidavit on back if non-owner

Name: RP Salisbury Partners LLC (Murray Reavis)  
 Signature: *Murray Reavis*  
 Phone: 770-491-7711 Email: murrayreavis@rookerco.com  
 Address: 445 Bishop St NW, Atlanta, DA 30318

**PROPERTY DETAILS:**

Tax Parcel(s): 409 005, 409 182 Size (sq.ft. or acres): 96.93 AC +/-  
 Property Location: NE corner of Webb Road and I-85  
 Current Land Use: Agricultural  
 Date Acquired: 2007 Deed Reference: Book 1105 Page 678

**REQUEST DETAILS:**

Existing Zoning District RR-AO Requested Zoning District CBI-CD / CBI / IND

If requesting a conditional zoning district, list proposed use or uses:

This rezoning consists of CBI-CD (Rezoning Area 1) for the main tract, CBI (Rezoning Area 2) for the retained residential house lot, and IND for the land swap area (Rezoning Area 3) (to be traded for a portion of tract 409 002 labeled as Rezoning Area 4). Proposed uses consist of submitted list of allowable uses. Areas are approx.

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), Charles Honbarger, 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): Charles Honbarger

Date: 9-20-2022

Name of Applicant / Agent: RP Salisbury Partners LLC (Murray Reavis)

Address: 445 Bishop St NW, Atlanta, DA 30318

Phone Number: 770-491-7711

**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 North Carolina COUNTY OF Forsyth

I, Elizabeth F. Buchanan, a Notary Public for said County and State, do hereby certify that Charles Honbarger personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 1/30, 20 22.



**OFFICIAL USE ONLY**

- 1. Signature of Rezoning Coordinator: [Signature] 2. Planning Board
- Courtesy Hearing: 11/28/22 3. Notifications Mailed: 11/15/22 4. Property Posted: 11/16/22
- 5. Planning Board Action: Approved  Denied  6. Board of Commissioners
- Public Hearing: 12/5/22 7. Notifications Mailed: 11/22/22 8. Property Posted: 11/22/22
- 9. Dates Advertised: 1<sup>st</sup> 11/24/22 2<sup>nd</sup> 12/1/22 10. BOC Action: Approved  Denied
- 11. Date Applicant Notified: / /



Rowan County Department of  
 Planning & Development  
 402 N. Main Street Suite 204  
 Salisbury, NC 28144  
 Phone (704) 216-8588  
 Fax (704) 638-3130  
 www.rowancountync.gov

Case # Z 09-22  
 Date Filed 10/31/22  
 Received By SAS  
 Amount Paid \$500

**Office Use Only**

**REZONING APPLICATION**

**OWNERSHIP INFORMATION:**

Name: DNA Real Estate Partners LLC  
 Signature: [Signature]  
 Phone: 913-251-9727 Email: JGOMEZ@ROROLEASING.COM  
 Address: 354 EISENHOWER PKWY LIVINGSTON, NJ 07039-1022

**APPLICANT / AGENT INFORMATION:** Complete affidavit on back if non-owner

Name: RP Salisbury Partners LLC (Murray Reavis)  
 Signature: [Signature]  
 Phone: 770-491-7711 Email: murrayreavis@rookerco.com  
 Address: 445 Bishop Street NW Atlanta, GA 30318

**PROPERTY DETAILS:**

Tax Parcel(s): 409 002 Size (sq.ft. or acres): 8.2 AC (Portion of)  
 Property Location: 281 LANE PKWY  
 Current Land Use: Industrial  
 Date Acquired: 06/15/2022 Deed Reference: Book 1404 Page 123

**REQUEST DETAILS:**

Existing Zoning District IND Requested Zoning District CBI-CD

If requesting a conditional zoning district, list proposed use or uses:

This portion of tract 409 002 (Rezoning Area 4 on the Sketch Plan) proposes to be rezoned to CBI-CD as part of a land swap between DNA Real Estate Partners, LLC and Track West Partners. Proposed uses consist of submitted list of allowable uses. Reference Rezoning Site Plan for approximate limits to be solidified at plat recording.

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), DNA Real Estate Partners LLC, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): *[Handwritten Signature]*

Date: 9/28/2022

Name of Applicant / Agent: RP Salisbury Partners LLC (Murray Reavis)

Address: 445 Bishop St NW, Atlanta, DA 30318

Phone Number: 770-491-7711

**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 NEW JERSEY COUNTY OF ESSEX

I, JAMILETTE GOMEZ, a Notary Public for said County and State, do hereby certify that DARIAN ABLON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires OCTOBER 25, 20 24.



**OFFICIAL USE ONLY**

- 1. Signature of Rezoning Coordinator: *[Handwritten Signature]* 2. Planning Board
- Courtesy Hearing: 11/28/22 3. Notifications Mailed: 11/15/22 4. Property Posted: 11/16/22
- 5. Planning Board Action: Approved      Denied      6. Board of Commissioners
- Public Hearing: 12/5/22 7. Notifications Mailed: 11/22/22 8. Property Posted: 11/22/22
- 9. Dates Advertised: 1<sup>st</sup> 11/24/22 2<sup>nd</sup> 12/1/22 10. BOC Action: Approved      Denied
- 11. Date Applicant Notified:      /      /